

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 41		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N40192-12-R-5001		6. SOLICITATION ISSUE DATE 15-Mar-2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CHRISTIAN ALMONTE			b. TELEPHONE NUMBER (No Collect Calls) 333-2588		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 30 Mar 2012	
9. ISSUED BY COMMANDING OFFICER - NAVFAC MARIANAS IPT SERVICES PSC 455, BOX 195 FPO AP 96540-2937 TEL: FAX:		CODE N40192	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" 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: 7000000 NAICS: 115112			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR TEL.		CODE	18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		FACILITY CODE	<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 checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:					

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 1449 - CONTINUATION SHEET

INSTRUCTIONS TO OFFEROR

All responsible contractors are encouraged to submit an offer in response to this solicitation but no later than **12:00pm, local time, on Friday, 30 MARCH 2012** to NAVFAC Marianas Acquisition Dept, Attn: Christian Patrick Almonte, Contract Specialist via email at christian.almonte@fe.navy.mil. Written offers (oral offers will not be accepted) on RFP N40192-12-R-5001 must be submitted to the point of contact identified above.

1. Submission Requirements:

Offerors must submit, as part of their proposal, the following: (1) completed schedule on the SF1449; (2) completed copies of FAR 52.212-3, as well as DFARS 252.212-7000 or Online Representations and Certifications Application (ORCA) record with their proposal. ORCA is located at <https://orca.bpn.gov>. The provisions and clauses can be found at FAR website: <http://farsite.hill.af.mil> and DFARS website: <http://farsite.hill.af.mil/vdfara.htm>, and (3) Completed company experience (no more than 3) and past performance (no more than 3) information in Attachments A and B. The Past Performance Questionnaire included as Attachment B is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Company Experience similar in size and scope to the project. Ensure correct phone numbers and email addresses are provided for the client point of contact. Include with your proposal submission a copy of the Past Performance Questionnaire Cover Sheet included as Attachment A which contains the point of contact information for each client questionnaire. Client satisfaction will be measured based upon quality of work, effectiveness of management, timely completion of work, and compliance with safety standards. Further, as an integral part of client satisfaction, the offeror's termination for default history and safety record will also be evaluated. If you are submitting a project that your firm performed as a subcontractor, the prime contractor may be cited as the client POC. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror. Offerors who submit past performance and experience information of a parent, sister, predecessor or other affiliated company must describe what involvement such company will have on the instant acquisition. The proposal should clearly indicate how the resources of the parent, sister, predecessor or other affiliated company-its workforce, management, facilities, or other resources – will be provided or relied upon for contract performance.

2. Basis of Evaluation:

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation of proposals will be based on price and non-price factors, with contract award to be made to the offeror submitting the lowest priced technically acceptable proposal to the Government. The factors of Experience and Past Performance are of equal weight and when combined, are significantly less important than price.

3. Evaluation Factors:

The following factors shall be used to evaluate offers:

- (i) Price
- (ii) Experience (similar in size and scope to the project)
- (iii) Past Performance

4. Definition of Acceptability:

ACCEPTABLE: Proposal clearly meets the minimum requirements of the solicitation. The company experience and past performance meet or exceed performance and capability standards for the project. The proposal may have weaknesses, but no contains no deficiencies.

UNACCEPTABLE: Proposal clearly does not meet minimum requirements of the solicitation. The company experience and past performance does not meet performance and capability standards for the project. The proposal contains deficiencies resulting in increased risk of unsuccessful contract performance.

NOTE: No rating will be assigned if the offeror has no record of relevant past performance or information on past performance is not available. The rating is considered neither favorable nor unfavorable.

Request for Information can be submitted via email to christian.almonte@fe.navy.mil no later than 1500 on Monday, 26 March 2012.

The site will be available for visitation at project site on 21 MARCH 2012 at 1400hrs. Please submit a list of attendees via email to christian.almonte@fe.navy.mil no later than 20 MARCH 2012 at 1200hrs. Visitors will be required to present documentation evidencing personal identification.

To be eligible to receive an award resulting from this solicitation, offerors are required to provide their Contractors' DUNS Number and Commercial and Government Entity (CAGE) code with their proposal. Offerors must (No Exceptions) be registered in the DoD Central Contractor Registration (CCR) database. To register, you may apply through the Internet at <https://www.bpn.gov/ccr/default.aspx>. This acquisition is unrated in accordance with the Defense Priorities and Allocations System. Further information regarding this solicitation may be directed to the point of contact identified above or E-mailed to christian.almonte@fe.navy.mil.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Cycad Removal and Transplanting FFP Total price for the Environmental Services - Cycad Removal and Transplanting in accordance with the attached Environmental Services Specification dated 15 February 2012. FOB: Destination	1	Lot		
NET AMT					

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.216-21	Requirements	OCT 1995
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.219-30	Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	SEP 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-1	Buy American Act--Supplies	FEB 2009
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.233-2	Service Of Protest	SEP 2006
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	SEP 2010
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5252.245-9300	Government-Furnished Property, Materials and Services	MAY 2005

CLAUSES INCORPORATED BY FULL TEXT

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

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

- (i) Price
- (ii) Experience (similar in size and scope to the project)
- (iii) Past Performance

Evaluation of proposals will be based on price and non-price factors, with contract award to be made to the offeror submitting the lowest priced technically acceptable proposal to the Government. The factors of Experience and Past Performance are of equal weight and when combined, are significantly less important than price.

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2012)

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

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

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

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

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

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

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

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

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

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(ii) It [] 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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) Outside the United States.

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

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

(2) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

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

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

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities 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; and

(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.

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C. 2313).

___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (11) [Reserved]

___ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

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

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

X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Jul 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)

(26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

(31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

(1) Notify its employees of--

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

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

(a) Definitions.

As used in this clause-

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

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JANUARY 2012)

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

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

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

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) Alternate I (OCT 2011) of 252.225-7001.

- (7) ___ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) ___ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) X 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ___ 252.225-7017, Photovoltaic Devices (DEC 2011) (Section 846 of Pub. L. 111-383).
- (13)(i) ___ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7021.
- (14) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ___ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ___ Alternate I (OCT 2011) of 252.225-7036.
- (iii) ___ Alternate II (OCT 2011) of 252.225-7036.
- (iv) ___ Alternate III (OCT 2011) of 252.225-7036.
- (17) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (21) ___ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

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

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

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

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

5252.212-9300 COMMERCIAL WARRANTY (NOV 1998)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract. (End of clause).

5252.223-9300, INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

5252.232-9301 INVOICING PROCEDURES ELECTRONIC (NAVFAC November 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. This web-based system, located at <https://wawf.eb.mil>, provides the technology for Government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related

documentation in a paperless environment. Invoices rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business Point of Contact (EBPOC), and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk or email cscassig@csd.disa.mil. Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document type, DODAAC codes with corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

Initial Document Creation requires the following:	
Contract Number	Fill In
Delivery Order Number	Fill In
Cage Code/Ext	Fill In
Pay DoDAAC	Fill In
Document Type	<p>Fill In (pick one of the following, deleting any information outside the quotation)</p> <p>'Invoice and Receiving Report (Combo)' for a supply contract.</p> <p>'Invoice as 2-in-1 (Services Only)' for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.</p> <p>'Navy Construction / Facilities Management Invoice' for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.</p> <p>Contact your WAWF Group Administrator for assistance if required.</p>
On the WAWF "Header Tab" the following is required:	
Issue Date	Fill In
Issue By DoDAAC	Fill In
Admin By DoDAAC	Fill In
Inspect By DoDAAC/Ext	Fill In
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	Fill In
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	Fill In
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	Fill In, if applicable
Accountable Official Email Address	Fill In, if applicable

Operations Assistant (OA) Email Address	Fill In, if applicable
Activity Fund Administrator email Address	Fill In, if applicable

The NAVFAC WAWF point of contact for this contract is **Fill In Your POC** and can be reached at **Fill In Email** or **Fill In Phone**.

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "_" which is an acceptable character. Maximum limit for size of each file is UNDER 2 megabytes. There is NO Maximum limit for size of files per invoice.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS Helpdesk at 877-251-WAWF (9293), ccl-ec-navy-wawf-helpdesk@dfas.mil or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

5252.237-9302, SITE VISIT (JUL 1995)

(a) The site will be available for visitation at project site on 21 MARCH 2012 at 1400hrs. Please submit a list of attendees via email to christian.almonte@fe.navy.mil no later than 20 MARCH 2012 at 1200hrs.

(b) Visitors will be required to present documentation evidencing personal identification and firm affiliation.

5252.246-9303, CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within _____ hours of notice to the Contractor. In the case of other work, corrective action must be completed within _____ hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. If the Contractor fails to provide qualified personnel or allows any post to be unmanned for a total of _____ minutes in any shift, the Government may assign other persons to perform such work or withhold payment as specified below;

(1) When Watchstanding Services are performed by Government employees, withholdings shall be computed based on the current Federal Pay Schedule including wages, retirement and fringe benefits of the Government employees (civilian or military) who actually performed the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(2) When non-performed Watchstanding Services are obtained under another contract, the Government will withhold an amount equal to the cost to the Government under that contract. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the cost.

(3) If no guard replacement is furnished by the Government and the work is not performed, the Government will withhold an amount equal to the cost to the Government of having a Government employee perform the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of _____ percent of the computed cost.

(4) The Contractor will be held liable for property losses sustained by the Government as a direct, consequential result of a failure to furnish the required personnel.

(5) Computations of the costs for Government employees to perform work not performed by the Contractor shall be in conformance with FAR 52.222-42, STATEMENT OF EQUIVALENT RATE FOR FEDERAL HIRES.

GUAM TAX NOTICE

GUAM TAX NOTICE

NOTICE CONCERNING TERRITORY OF GUAM TAXES, LICENSES, AND WITHHOLDINGS

(NOTE: This clause summarizes certain requirements of Guam Territorial Law. Any questions concerning applicability or interpretation should be directed to Government of Guam, Department of Revenue and Taxation.)

(a) All persons engaging in business in Guam must be licensed to do so by the Government of Guam prior to commencement of business in Guam. Engaging in business includes, but is not limited to, services provided by contractors. Applications for business licenses shall be made to the Department of Revenue and Taxation, License and Registration Branch.

(b) All corporations, domestic (created under the laws of Guam) or foreign (not created under the laws of Guam) must register with the Department of Revenue and Taxation, License and Registration Branch.

(c) Any person engaging in business on Guam must file monthly Business Privilege Tax returns with the Department of Revenue and Taxation.

(d) All corporations with the Guam source of funds must file income tax returns to the Department of Revenue and Taxation on the prescribed forms.

(e) All employers must deposit wage withholdings from their employees to the Treasurer of Guam. Guam Depository Receipts, as well as Quarterly Withholding Statements are required to be filed with the Department of Revenue and Taxation in the same manner as similar returns and statements required to be filed with the U.S. Internal Revenue Service.

(f) Failure to comply with the above may result in criminal or civil penalties as provided by law.

(End of clause)

ATTACHMENT A

COMPANY EXPERIENCE

(NOTE TO OFFEROR: Each company experience submitted to the Government must be similar in size and scope to the project.)

1. CLIENT: _____

2. CLIENT'S CONTACT INFO:

a. NAME & TITLE: _____

b. PHONE NUMBER: _____

c. FAX NUMBER: _____

d. EMAIL ADDRESS: _____

3. CONTRACT NUMBER: _____

4. PRIME OR SUBCONTRACTOR: _____

5. CONTRACT AMOUNT: _____

6. PERFORMANCE PERIOD: _____

7. PROJECT DESCRIPTION: _____

ATTACHMENT B

PAST PERFORMANCE QUESTIONNAIRE COVER SHEET

(NOTE TO OFFEROR: For each past performance questionnaire to be completed by a client and submitted to the Government as a reference, provide a copy of this cover sheet with your proposal identifying the client's point-of-contact information. Ensure correct phone numbers and email addresses are provided for the client point of contact.)

1. OFFEROR: _____

2. FIRM BEING EVALUATED: _____

3. CONTRACT NUMBER: _____

4. PROJECT DESCRIPTION: _____

5. CONTRACT AMOUNT: _____

6. PERFORMANCE PERIOD: _____

7. REFERENCE ORGANIZATION NAME: _____

8. EVALUATOR'S CONTACT INFO:

a. NAME & TITLE: _____

b. PHONE NUMBER: _____

c. FAX NUMBER: _____

d. EMAIL ADDRESS: _____

PAST PERFORMANCE QUESTIONNAIRE

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

A (ACCEPTABLE) – Performance consistently meets/met contractual requirements. There were no major performance problems and if any minor problems developed, corrective action was taken by the contractor and resulted in acceptable performance.

U (UNACCEPTABLE) – Performance did/does not meet contractual requirements in many instances. There are/were problems which the contractor's corrective actions were not fully implemented or appear to be or were in effective.

N (NEUTRAL) – No relevant past performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. (This is neither a negative or positive assessment.)

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

1. Was this a competitive Contract?	YES	NO
2. Role of contractor.	Prime	Sub
3. Ability to meet quality standards specified for technical performance.	A	U N
4. Compliance with contractual terms and conditions.	A	U N
5. Quality/integrity of technical data/report preparation efforts.	A	U N
6. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	A	U N
7. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	A	U N
8. Effectiveness of on-site management, including management of subcontractors?	A	U N
9. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	A	U N
10. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	A	U N
11. Ability to successfully respond to emergency and/or surge situations.	A	U N
12. Effectiveness of on-site management and control multidiscipline construction categories, including subcontractors..	A	U N
13. Effectiveness of material management.	A	U N
14. Effectiveness of acquisition management.	A	U N
15. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	A	U N
16. Contractor safety record.	A	U N
17. Responsiveness regarding safety issues.	A	U N
18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	A	U N
19. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	A	U N
20. Ability to hire/apply a qualified workforce to this effort.	A	U N
21. Ability to retain a qualified workforce on this effort	A	U N

1800000 – Environmental Services, Cycad Removal and Transplanting	
15 February 2012	
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1800000 – Environmental Services, Cycad Removal and Transplanting		
Spec Item	Title	Description
1	General Information	The Contractor shall provide all labor, management, supervision, tools, materials, and equipment necessary to provide cycad removal from Andersen Air Force Base, Guam and off-site transplanting services. Period of performance for this project is estimated at 45 calendar days.
1.1	Concept of Operations	The scope of work for this project is to fulfill the Defense Policy Review Initiative (DPRI) program’s environmental and cultural resource mitigation measures. The project is for professional ex-situ conservation of Cycads (<i>Cycas micronesica</i>) and compliance with applicable Federal and Guam statutes and regulations, and with DoD and Navy policies, instructions, and guidance. The project includes Cycad removal from Andersen Air Force Base and off-site transplanting.

1800000 – Environmental Services, Cycad Removal and Transplanting		
Spec Item	Title	Description
2	Management and Administration	
2.1	Definitions and Acronyms	Definitions and Acronyms are listed in J-1800000-01.
2.2	Personnel	The Contractor shall provide personnel with the qualifications, technical knowledge, experience and skills required to efficiently provide cycad removal and off-site transplanting services on Andersen Air Force Base. The Contractor may assign one person to fulfill more than one of the positions listed in Spec Items 2.2.1, 2.2.2 and 2.2.3, in which case, the person must fulfill all of the requirements listed for each assigned position.
2.2.1	Project Manager (PM)	<p>The Contractor shall assign a PM. The PM must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this task order.</p> <p>The PM shall be in charge of:</p> <ul style="list-style-type: none"> • Overall management of the task order; • Ensuring compliance with all applicable Federal, State, Local, DoD, and Navy regulations and policy, as well as the contract terms and conditions; • Assigning personnel consistent with task order requirements; • Ensuring that elements of task order plans can be implemented within schedule and within budget; and • Complying with safety requirements <p>The PM shall meet the following requirements:</p> <ul style="list-style-type: none"> • A bachelor's degree with an emphasis in botany, horticulture, ecology, or a related science; and • Three (3) years as a senior manager working with horticulture projects and/or natural resource management. <p>Evidence of certification and quantified professional experience shall be provided as part of the Contractor's proposal in order to evaluate if the personnel are technically acceptable."</p>

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Spec Item	Title	Description
2.2.2	Quality Control Manager (QCM)	<p>The Contractor shall provide a QCM who shall have full authority and responsibility for assuring performance objectives and standards identified in this contract are met.</p> <p>The Prime Contractor shall assign a QCM who shall be in charge of:</p> <ul style="list-style-type: none"> • Development, implementation and enforcement of a quality control program; and • Assuring that the performance objectives and standards identified in the task order are met. <p>The QCM shall meet the following requirements:</p> <ul style="list-style-type: none"> • Quality implementation/oversight as a supervisor, manager or quality control officer, or Certification by American Society for Quality as a Certified Quality Auditor (CQA), Certified Quality Manager (CQ Mgr), Manager of Quality/Organizational Excellence (CMQ/OE), or Six Sigma Green or Black Belt; or Documented training in auditing of Quality Systems such as ISO9000; and • One (1) year of documented experience in projects similar to the task order. <p>Evidence of certification and quantified professional experience shall be provided as part of the Contractor’s proposal in order to evaluate if the personnel are technically acceptable."</p>

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Spec Item	Title	Description
2.2.3	Natural Resources Specialist	<p>The Contractor shall assign a Natural Resources Specialist (NRS). The NRS must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity.</p> <p>The NRS shall be in charge of:</p> <ul style="list-style-type: none"> • Overall, on-site management of the field effort; • Ensuring compliance with all applicable Federal, State, Local, DoD, and Navy regulations and policy, as well as the task order terms and conditions; • On-site supervision of all field elements of this project; • Ensuring that elements of task order are implemented in accordance with the approved work plan; and • Complying with safety requirements <p>The NRS shall meet or exceed the following minimum requirements:</p> <ul style="list-style-type: none"> • A Bachelor's degree with an emphasis in botany, horticulture, plant physiology, ecology, or a related science; and • A certified arborist, horticulturalist, or plant physiologist with demonstrated species-specific experience and <ul style="list-style-type: none"> • In the last 10 years, documented a minimum of 500 hours of combined experience focused on the conservation of <i>Cycas micronesica</i> (combination of at least three of the following: (1) field removal and transplantation of whole or partial specimens; (2) propagation of seeds and partial specimens (i.e., cuttings); (3) establishment of rooting systems; (4) use of insecticides and fungicides and/or peer-reviewed research). <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • In the last 10 years, documented a minimum 200 hours of combined experience focused on the conservation of <i>Cycas micronesica</i> plus a minimum of 1800 hours of combined experience focused on the conservation of species closely related to <i>Cycas micronesica</i> (combination of at least three of the following: (1) field removal and transplantation of whole or partial specimens; (2) propagation of seeds and partial specimens (i.e., cuttings); (3) establishment of rooting systems; (4) use of insecticides and fungicides and/or peer-reviewed research). <p>Evidence of certification and quantified professional experience shall be provided as part of the Contractor's proposal in order to evaluate if the personnel are technically acceptable."</p>
2.3	Station Stipulations and Regulations	The Contractor must comply with all station security rules, regulations, requirements, and day-to-day operational changes. The Contractor is subject to all stipulations in each Task Order. It is the Contractor's responsibility to obtain all security/entrance clearance including badges.
2.3.1	Safety	The Contractor shall develop and maintain a safety program in compliance with NAVFAC Safety & Health Handbook (P-1300). Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available upon request by the KO.

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Spec Item	Title	Description
2.3.2	Safety Program	Task order specifications for Accident Prevention Plans (APP's) will be generated from the UFGS-01 35 29 (April 2006 or latest version). In accordance with the USACE EM 385-1-1 of 15 Nov 2008, or latest edition (http://www.hq.usace.army.mil/soh/hqusace_soh.htm), the Contractor shall use a qualified person to prepare the site-specific APP for task order when the nature of the work requires it. The APP shall be prepared in accordance with the format and requirements of USACE EM 385-1-1 and as specified in the contract task order. Minimum requirements are outlined in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity as described in the task order. The APP shall interface with the Contractor's Corporate Health and Safety Plan. The Contractor shall submit a draft APP for Government review and comment. All Government comments, additions or revisions shall be incorporated into the final APP. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and for inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated Certified Safety Professional (CSP) and/or Corporate Industrial Hygienist (CIH). Activity Hazard Analyses (AHAs) shall be updated as specified in the final APP.
2.3.3	Work Identification	The Contractor shall identify and recommend IDIQ work as appropriate to the KO.
2.3.4	Access Coordination	The Contractor shall coordinate all access to performance areas such as airfields and firing ranges through the KO. If required, the Contractor shall be in radio contact with the controlling authority during work performance.
2.4	References and Technical Documents	References and Technical Documents are listed in J-1800000-03.

1800000 – Environmental Services, Cycad Removal and Transplanting				
Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
3	Environmental Services	<p>1. Professional removal and transplantation of cycads (<i>Cycas micronesica</i>) conducted in a safe manner that prevents the introduction of pathogens via wounds created in the removal process.</p> <p>2. Compliance with applicable Federal and Guam statutes and regulations, and with DoD and Navy policies, instructions, and guidance.</p>	<p>1. The Contractor shall comply with all Federal and Guam statutes and regulations, and with Department of Defense (DoD) policies to include Defense Policy Review Initiative (DPRI) environmental and cultural resource requirements, as amended. Some of the references associated with this work include:</p> <ol style="list-style-type: none"> (1) OPNAVINST 5090.1C, Navy Environmental and Natural Resources Program Manual. (2) AFI 32-7064, Integrated Natural Resources Management. (3) Sikes Act. (4) The Endangered Species Act of 1973 (5) National Environmental Policy Act. (6) Clean Water Act of 1972. (7) Solid and Water Conservation Act of 1977. (8) Guam Code Annotated. (9) DoD Spatial Data Standards for Facilities, Infrastructure and Environment. (10) COMNAVMAR Wild Land Fire Management Assessment, USFS. (11) Department of the Navy. 2001. COMNAVMARIANAS Final Integrated Natural Resources Management Plan (INRMP) for Navy Lands, Guam. (12) Department of the Navy and Department of the Army. September 2010. Record of Decision for Guam and CNMI Military Relocation including Relocating Marines from Okinawa, Transient Nuclear Aircraft Carrier Berth, Air and Missile Defense Task Force. (13) Department of the Navy, Joint Guam Program Office. July 2010. Final Environmental Impact Statement, Guam and CNMI Military Relocation, Relocating Marines from Okinawa, Visiting Aircraft Carrier Berthing, and Army Air and Missile Defense Task Force. (14) US Fish and Wildlife Service. September 8, 2010. Biological Opinion for the Joint Guam Program Office Relocation of the U.S. Marine Corps from Okinawa to Guam and Associated Activities on Guam and Tinian. (15) Documents, correspondence and reports previously prepared and submitted to the Navy pertinent to this project. 	<p>1. Work shall be conducted in accordance with Spec. Item 2.2.1 and 2.2.2 and 2.2.3.</p> <p>2. Work shall comply with all relevant Federal and Government of Guam regulations.</p> <p>3. No incidence of Notices of Violation (NOVs), Notices of Non-compliance (NONs), warning letters, warning notices, or any such notice of deficiency of Federal, Guam environmental laws or regulations due to improper Contractor performance.</p>

1800000 – Environmental Services, Cycad Removal and Transplanting				
Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
3.1	Cycad Removal and Transplanting: Project development, planning and reporting.	<ol style="list-style-type: none"> 1. Develop a Work Plan related to removal and transplantation of a minimum of 40 partial cycad specimens on Andersen AFB, west of the facility known as HSC-25. See attached Section J-1800000-04 - ANDERSEN AIR FORCE BASE, North Ramp (P-100) Refuge Survey Area – Vegetation Classification, Cycad Locations (overall). 2. The Work Plan shall address all elements of cycad removal and transplant activities including (but not limited to): identification, preparation, materials and equipment to be used (including all proposed disinfecting agents/materials, removal, off site transport, debris removal and demobilization. 3. The development of a materials and equipment list that satisfies all the requirements of this work. 4. The Work Plan shall include a list of materials (e.g., tags used to identify partial specimens). 5. The Work Plan shall be submitted to the NTR within 2 weeks following task order acceptance. 6. The Contractor shall maintain a written log of all activities related to the specifications and other factors in performance of their duties for the purposes of fulfilling this SOW. This written log shall be maintained onsite 	<ol style="list-style-type: none"> 1. Geographic locations of each cycad will be provided by the Government for Contractor use in surveyor-grade instruments. The Government will mark all trees with surveyor’s marking tape. 2. The Contractor shall hold a project kickoff meeting with DPRI Program Environmental Office (DPRI-EV) staff to discuss work expectations within 7 calendar days following task order acceptance. 3. Contractor shall not conduct any intrusive work for this project. 4. The two areas where the cycads will be transplanted are located in Mangilao, Guam: the Guam Department of Agriculture Nursery and the University of Guam. See attached section J-1800000-05- ANDERSEN AIR FORCE BASE, North Ramp (P-100) Refuge Survey Area – Cycad Transplanting Locations Map. 5. The Contractor shall prepare a Work Plan for approval by DPRI-EV due in 7 calendar days following the project kickoff meeting. 6. NTR approval of the Work Plan must be given prior to commencement of work. 7. The Contractor shall submit 2 hardcopies and electronic copies of the Work Plan. 	<ol style="list-style-type: none"> 1. Same as Spec Item 3. 2. All products shall be used according to manufacture’s recommended specifications (i.e., label), and any Federal, Territorial EPA (Guam EPA) guidelines. 3. All work is completed on schedule.

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Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
		and a written copy provided to the Government upon request and upon project completion.		
3.1.1	Cycad Removal and Transplanting: Disease prevention and species identification	<p>1. Prevent disease transmission to the cycads and/or their parts.</p> <p>2. Prevent the loss of important scientific information through the development of reliable and efficient means to identify and trace all individual cycads and parts thereof, back to their original field location.</p>	<p>1. Hand tool selection shall reflect the need to carefully defoliate the cycad crown of all epiphytes, termite nests, and leaves. Moreover, cutting tools should be selected to produce clean cuts and thereby reduce pathogen introduction. Tools need to be easy to sanitize, do not result in inadvertent injury to the stem and easily produce clean cuts.</p> <p>2. Mechanized equipment selection shall be Based on a thorough site inspection and the need to carefully handle the sensitive cycad stems, which are susceptible to chafing, bruising, crushing, and shearing, and are susceptible to stem rot, as pathogens are likely to enter the stem via wound sites. Mechanized equipment provides easy access into the field and is capable of carefully lifting, transporting, loading, and unloading whole specimens and partial specimens without inadvertently damaging them.</p> <p>3. Appropriate lifting slings and straps shall be carefully selected based on the need to reduce injury to the stem. Similarly, padding material (e.g., clean blankets and packing material) will need to be selected and used with an appropriate transportation platform to safely move the trees and cuttings from the forest to the transportation vehicle and to plant into appropriate sized containers. Stacking stems shall be avoided unless an appropriate material or methodology can be demonstrated to avoid harming the stem. Given the dire conservation status of this species and its susceptibility to damage, it is necessary to avoid stacking or piling stems or pups in any way that would damage them. Transportation platforms (including trucks) and all lifting straps, materials and methods designed to lift, load, and unload partial specimens, can be utilized in such a way that minimizes inadvertent stem damage to the greatest extent practicable.</p> <p>4. Tags shall be utilized that would enable assigning an alpha-numeric scheme to track the identity of all specimens back to the whole-tree specimen and its original field location. The tags shall be hardy enough to endure future handling, transplanting, and weather, and under no circumstances pose a threat to the health of the specimen. Tags shall be weather resistant and remain legible for several years, they shall be able</p>	<p>1. Same as Spec Item 3.</p> <p>2. The Contractor sanitizes all cuttingtools before after each cut with a safe and effective disinfecting agent(s).</p>

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Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
			to be retained by the specimen, and shall not pose an adverse health risk to the specimen.	
3.1.2	<p>Cycad Removal and Transplanting: Pre-removal preparation and planning, and site clean up.</p>	<p>1. Preparation of partial specimens for removal.</p> <p>2. Thorough field cleaning of all cycad crowns (apexes).</p>	<p>1. PARTIAL SPECIMENS –portions of whole cycad trees, which consist of whole cycad trees severed above the ground and exhibiting branches or pups less than 12” in length, primary, secondary, or tertiary branches of at least 12” in length, all of which include an apex/crown and perhaps adventitious roots.</p> <p>2. Cycad crowns and subordinate apexes (e.g., primary, secondary, or tertiary branches) shall be removed from the field only after they have been carefully defoliated and cleaned of all epiphytes, termite and ant nests, and/or other foreign matter. Defoliating and removing all foreign matter from the cycads is intended to reduce transplant stress, and to prevent or reduce the risk of transporting invasive species from the site, as the crown harbors vast numbers of undesirable pest species. This procedure also helps in preparing the specimen for further cleaning to expose hard-to-reach pest refuge sites, thereby increasing the success of this work.</p> <p>3. The Contractor shall take particular care while removing all living and dead leaves, and other material from the crown. Under no circumstances shall any leaves be pulled forcibly from their bases. Sanitized cutting tools should be used to cut the leaves to at most 2-3” of their leaf bases. Foreign matter that cannot be removed without causing irreversible harm to the crown or stem shall be left in place.</p> <p>4. Prior to demobilization, all plant material (i.e., cycad leaves and stems) associated with this work shall be mulched onsite within one week. Once mulched, the resulting material will be spread over the site to a thickness of no more than 4” above the soil surface.</p>	<p>1. Same as Spec Item 3.</p> <p>2.The Contractor shall deliver all cycads specimens to the final transplant destination defoliated, and free of epiphytes (incl. roots) and insect nests.</p> <p>3. No un-mulched plant material (i.e., cycad leaves and stems) shall remain onsite.</p> <p>4. No stockpiles of unmulched cycad material shall remain onsite, and all mulch shall be spread over the soil surface to a maximum thickness of 4”.</p>

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Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
3.1.3	Cycad Removal and Transplanting: Partial specimens	<ol style="list-style-type: none"> 1. The removal a minimum of 40 partial specimens from whole specimens previously identified at the project site. 2. Retention of the maximum amount of healthy tissue and adventitious roots is a primary objective. 3. Delivery of unharmed partial specimens to the final transplant destination. 	<ol style="list-style-type: none"> 1. Prior to cutting, all partial specimens shall be properly supported with appropriate equipment and rigging, and protected with sufficient cushioning material to prevent and minimize undue damage to the stem (i.e., stem chafing, crushing, bruising and shearing) related to field extraction, handling, or transportation. 2. The Contractor shall dissect all whole specimens by sectioning all whole cycad trees (i.e., single crown/apex and exhibiting no branches or pups greater than 12” in length), and all primary, secondary, or tertiary branches that exceed 12” in length. 3. The Contractor shall select an appropriate above-ground location to sever whole cycad trees exhibiting branches or pups less than 12” in length, and primary, secondary, or tertiary branches (>12”) An appropriate above-ground location shall be defined as the lowest point on the trunk or branch that would best result in root formation and successful long-term survival of the specimen. Appropriate places to sever the trunk or branches include junctions between branches and the trunk or other branches, and locations directly below and adjacent to adventitious roots, but above portions of rotted stem or other defects in the stem. 4. After the initial cut, the Contractor shall evaluate all cut sections for rot and consider further field dissection to remove all infected portions from the stem. However, it is preferable to make final clean cuts in a sanitary location immediately prior to pre-transplant treatments at the transplant location. 5. The Contractor shall employ all reasonable measures and available materials to protect all partial specimens from the reasonably foreseeable forces that the specimens would encounter during field extraction, transportation out of the field, transportation to the final destination, and all forces encountered while loading and unloading the tree in the field and during transplanting. 6. The Contractor shall not stack anything on any partial specimen and 	<ol style="list-style-type: none"> 1. Same as Spec Item 3. 2. A minimum of 40 partial specimens shall be delivered unharmed to the final transplant destination. For the purposes of this work, unharmed shall mean to arrive intact and without undue damage (i.e., stem chafing, crushing, bruising and shearing) related to field extraction or transportation. 4. All partial specimens accurately tagged and logged prior to their removal from the field.

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Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
			<p>should take all reasonable measures to protect all portions of the stem from chafing, crushing, bruising and shearing as a result of handling or transport.</p> <p>7. Sound methods shall be planned in advance and practiced in the field. All appropriate materials shall be employed to prevent and reduce harm that would likely result in stem morbidity or specimen mortality, and/or cause the partial specimen transplant to be aborted in favor of reactive measures to preserve the specimen by reducing the specimen into smaller pups or stem sections.</p>	
3.2	Cycad Removal and Transplanting: Pre-transplanting treatments	1. The expeditious application of disease prevention treatments to wounds produced during field removal, handling, and transportation of cycads.	<p>1. The Contractor shall re-inspect each stem for signs of significant rot or defect due to natural and/or field removal, handling, and/or transport, and dissect any suspicious areas that may reasonably reduce transplant success.</p> <p>2. The Contractor shall properly sanitize tools and equipment before and during pre-transplanting treatments and employ appropriate prophylactic measures to prevent and reduce disease transmission to the cycads.</p> <p>3. Disease prevention shall be minimally accomplished by treating all stem wounds with a fungicide (e.g., Daconil®) within 48 hours of field removal. An agricultural tree sealer (e.g., Tanglefoot®) shall be applied once the wounds have sufficiently dried (approximately 30-60 minutes). Large defects that would not be removed prior to transplant may be filled with an expanding foam material.</p> <p>4. The Contractor shall allow the tree sealant to dry (1-2 days) before applying root stimulant. If other pathogens are believed to be present, the Contractor shall apply all reasonable preventative measures to prevent and reduce infection/infestation.</p>	<p>1. Same as Spec Item 3.1.</p> <p>2. No more than 48 hours have elapsed between initial stem cutting (in the field) and the application of pre-transplant treatments.</p> <p>3. All products and treatment agents are used in accordance with their manufacturer's specifications (i.e., labels), and any Federal, Territorial EPA (Guam EPA) regulations and guidelines.</p> <p>4. Only properly sanitized tools are used for stem dissections.</p> <p>5. Work is completed on schedule.</p>
3.2.1	Cycad Removal and	1. To facilitate rapid root growth.	1. Fifteen (15) of the partial specimens will be transplanted to and potted at the Department of Agriculture Nursery. Prior to transplanting, the	1. Same as Spec Item 3 and 3.1.

1800000 – Environmental Services, Cycad Removal and Transplanting				
Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
	<p>Transplanting Rooting media for container planting, and stem support (Department of Agriculture Nursery).</p>	<p>2. The proper sizing of containers and the selection of a suitable sterile soil mixture to ensure a successful transplant.</p> <p>3. To support the stem and prevent and reduce unintended stem movement.</p>	<p>Contractor shall apply a root stimulant containing indole-3-butyric acid (e.g., Dip 'N Grow®) to the portion of the stem that would be planted below ground.</p> <p>2. Container size depends upon the size of the specimen being transplanted. Cycads develop better root structure in deep containers, and to prevent stem rot, the container width must be large enough to prevent watering the stem. Generally, large specimens should have at least 3” of space horizontal space available between stem and container (e.g., a 10” diameter stem would require a 16” diameter container), and approximately 10-12” of rooting space between the bottom of the stem and bottom of the container. Thus, 15-20 gallon rigid containers shall be used for large specimens. Conversely, 5-10 gallon—or larger—rigid containers should be considered for small and medium specimens.</p> <p>3. Unless, the specimens’ roots have been retained (as opposed to cut), the Contractor shall only use sterile, well draining rooting media such as coarse sand (#12 quartz-based blasting sand) mixed with an equal or greater proportion of perlite, pumice or scoria. Some expert Cycad horticulturalists recommend a 50:50 (e.g., coarse-sand:perlite) mixture. Others warn against using perlite as it may retain too much moisture; thus, subjecting the transplant to stem or root rot.</p> <p>4. Perlite is a highly compressible material compared to similarly well-draining materials such as pumice and scoria; however, these materials are more resistant to compression than perlite. Excessive compression reduces pore spaces; therefore, the Contractor shall carefully consider the choice of soil mixture for large specimens and consider strategies on how to achieve compression resistance, while still retaining the sanitary nature and drainage characteristics of the above materials. For example, large stems may require the use of pumice/scoria:coarse-sand mixture in the soil base (below the stem) and exclude the use of perlite, which may be considered as a mixture with coarse sand <i>around</i> the base of the stem rather than under the full weight of a large stem. Consideration may also be given to the use of a layering scheme utilizing the above materials. In any event, any soil compression that would result in a substantial and detrimental reduction in the soil regime’s drainage characteristics shall be avoided.</p>	<p>2. Root establishment shall be encouraged with root stimulant using indole-3-butyric acid .</p> <p>3. Deep and wide containers shall be used. Consider container depth and width ratios of approximately 1.2:1 and 1.6:1, respectively.</p> <p>4. All cut stems (i.e., all stems that do not have below-ground roots) shall be transplanted in sterile, well-draining soil media such as coarse sand, perlite, scoria and pumice, or mixture thereof.</p> <p>5. The Contractor shall not place large specimens (i.e., heavy partial specimens) upon 100% perlite or any soil mixture containing highly compressible material such as perlite.</p> <p>6. If coarse sand is used, Contractor shall not use anything other than washed quartz-based sand. and that has not been screened with</p>

1800000 – Environmental Services, Cycad Removal and Transplanting

Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
			<p>5. The Contractor shall use all reasonable and sound methods and materials to prevent and reduce the possibility that transplanted stems move from their bases, which can damage growing roots and the stem.</p>	<p>a sieve any finer than a #12 mesh.</p> <p>7. All transplanted specimens can support themselves without the aid of external support or are provided appropriate and effective external support.</p>
3.2.2	<p>Cycad Removal and Transplanting: Rooting media in-ground planting, and stem support (University of Guam).</p>	<p>1. To facilitate rapid root growth.</p> <p>2. To achieve a suitable sterile soil mixture to ensure a successful transplant.</p> <p>3. To support the stem and prevent and reduce unintended stem movement.</p>	<p>1. Prior to transplanting, the Contractor shall apply a root stimulant containing indole-3-butyric acid (e.g., Dip 'N Grow®) to the portion of the stem that would be planted below ground.</p> <p>2. Depth of the planting trench or hole depends upon the size of the specimen being transplanted. Cycads develop better root structure in deep soil. Generally, large specimens should have at least 10-12” of rooting media below the bottom of the stem. Small to medium size stem would require less soil depth initially; however, because in-ground planting is likely to be permanent, one standard depth set by the requirements of larger specimens shall be established.</p> <p>3. The Contractor shall only use sterile, well draining rooting media such as coarse sand (#12 quartz-based blasting sand) mixed with an equal or greater proportion of perlite, pumice or scoria.</p> <p>4. Some expert Cycad horticulturalists recommend a 50:50 (e.g., coarse-sand:perlite) mixture. Others warn against using perlite as it may retain too much moisture; thus, subjecting the transplant to stem or root rot. Perlite is a highly compressible material compared to similarly well-draining materials such as pumice and scoria; however, these materials are more resistant to compression than perlite. Excessive compression reduces pore spaces; therefore, the Contractor shall carefully consider the choice of soil mixture for large specimens</p>	<p>1. Same as Spec Item 3, 3.1 and 3.2.2.</p> <p>2. Same Spec Item 3.2.1; however, omit standards for containers.</p> <p>3. Only specimens that have been removed with their below-ground roots intact may be planted in natural soil.</p>

1800000 – Environmental Services, Cycad Removal and Transplanting				
Spec Item	Title	Performance Objective	Related Requirements and Information	Performance Standard
			and consider strategies on how to achieve compression resistance, while still retaining the sanitary nature and drainage characteristics of the above materials. For example, large stems may require the use of pumice/scoria:coarse-sand mixture in the soil base (below the stem) and exclude the use of perlite, which may be considered as a mixture with coarse sand <i>around</i> the base of the stem rather than under the full weight of a large stem. Consideration may also be given to the use of a layering scheme utilizing the above materials. Any soil compression that would result in a substantial and detrimental reduction in the soil regime’s drainage characteristics shall be avoided.	
3.3	Reporting Project reporting.	<ol style="list-style-type: none"> 1. Develop a draft Removal and Transplantation Report related to removal and transplantation of partial cycad specimens on Andersen AFB, west of the facility known as HSC-25. See attached Section J-1800000-04 - ANDERSEN AIR FORCE BASE, North Ramp (P-100) Refuge Survey Area – Vegetation Classification, Cycad Locations (overall).. 2. The Report shall address all elements of cycad removal and transplant activities and document any changes to the Work Plan. 3. The Report document the alpha-numeric tags used to track the identity of all specimens back to the whole-tree specimen and its original field location. 4. The Report shall include the written log of all activities related to the specifications. 	<ol style="list-style-type: none"> 1. The Implementation Report shall include the geographic locations of each cycad removal. 2. The Contractor shall submit 2 hardcopies and electronic copies of the draft Removal and Transplantation Implementation Report to the NTR within 4 weeks following transplantation activities. 3. NTR will approve and provide comments on the draft Removal and Transplantation Implementation Report. 4. The Contractor shall submit 2 hardcopies and electronic copies of the final Removal and Transplantation Implementation Report to the NTR within 2 weeks following receipt of the comments from the NTR. 	1. Same as Spec Item 3.1.

SECTION J
DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
TABLE OF CONTENTS

<u>ATTACHMENT NUMBER</u>	<u>ATTACHMENT TITLE</u>
J-1800000-01	Definitions and Acronyms
J-1800000-02	Equipment Restrictions
J-1800000-03	References and Technical Documents
J-1800000-04	ANDERSEN AIR FORCE BASE, North Ramp (P-100) Refuge Survey Area – Vegetation Classification, Cycad Locations (overall).
J-1800000-05	Cycad Transplanting Locations Map.

DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Adventitious Roots	Roots developing in an unusual position along the stem.
Apex	Crown or top portion of the tree bearing leaves.
Bruise	An injury to the stem involving rupture of small vessels in plant tissue and discoloration.
Chafe	To rub so as to wear away : abrade <the strap chafed his skin>.
Crown	Apex or top portion of the tree bearing leaves.
Crush	To squeeze or force by pressure so as to alter or destroy structure <crush grapes>
Debris	Includes, but is not limited to, paper, cans, bottles, limbs and branches, pine straw and pinecones, leaves, rocks, and other similar items.
Diameter at Breast Height (DBH)	The diameter of a tree measured at 4½ feet above ground level.
Dissect	To separate into pieces.
DPRI	Defense Policy Review Initiative.
Fertilization	Application of natural and synthetic materials to the soil where it has become deficient in nutrients essential for proper plant growth.
Fungicide	An agent that destroys fungi or inhibits their growth.
Intrusive Activities	Any action such as digging or excavating soil for the purpose of sub-surface removal or roots or any other activity that would be materially equivalent to digging or excavating soil (e.g., excessive tire ruts).
Partial Specimens	Portions of whole cycad trees, which consist of whole cycad trees severed above the ground and exhibiting branches or pups less than 12” in length, primary, secondary, or tertiary branches of at least 12” in length, all of which include an apex/crown and perhaps adventitious roots.
Perlite	An amorphous volcanic glass that has a relatively high water content, typically formed by the hydration of obsidian. It occurs naturally and has the unusual property of greatly expanding when heated sufficiently. It is an industrial mineral and a commercial product useful for its light weight after processing. Similar in appearance and physical properties as pumice, but is typically smaller in grain size than pumice.
Primary Branches	Tree branches emanating directly from the trunk.
Pruning	The selective removal of unwanted growth to restore a plant or tree to its natural symmetry and appearance. Pruning involves selection and judgment, and does not include the practice of cutting off all branches to an even length. This may include re-sculpting, changing the size, or any other form of work that directly affects the look and growth pattern of the plant.
Pumice	A commercially available, very light and porous volcanic rock. Similar to perlite.
MEC	Munitions of Explosive Concern.
NTR	Navy’s Technical Representative.
Root Stimulant	Any natural plant hormone or synthetic chemical agent that directs and encourages root growth. Among rooting stimulants, the most important plant hormones are the class named auxins.
Sanitize	To make sanitary (as by cleaning or sterilizing) , with appropriate chemicals that target disease-causing agents of concern (e.g., fungi, bacteria, viruses and insects)

DEFINITIONS AND ACRONYMS

DEFINITION/ACRONYM	DESCRIPTION
Scoria	A commercially available volcanic rock containing many holes or vesicles. Scoria has bigger vesicles and thicker vesicle walls than pumice, and has a specific gravity greater than water. Pumice has a specific gravity less than water. Therefore, scoria will not float and pumice will.
Secondary Branches	Tree branches that emanate directly from primary branches.
Shear	To subject to a shear force.
Specimen	An individual, item, or part considered typical of a group, class, or whole.
Stem	Any portion of the trunk of a plant or its branches.
Stump	The bottom portion of a tree, which remains in the ground after the tree, has been cut for removal. Usually less than five feet in height.
Subordinate Apex	Any apex or crown that is not directly associated with the trunk, but rather primary, secondary, and tertiary branches.
Tertiary Branches	Tree branches that emanate directly from secondary branches.
Tree	A perennial woody plant having a permanent self-supporting single stem or multiple stems. Ordinarily grows higher than ten feet, and usually develops branches at some distance above the ground with a definite crown shape.
Tree Sealer	A commercially available compound composed of latex or asphalt formulas used to prevent the introduction of plant disease-causing agents via a wound.
Trimming	Removal of unwanted vegetation around trees, shrubs, flower and shrub beds, cultivated areas, poles, walls, valves, and other similar objects to match the height and appearance of the surrounding grass. Shrub and hedge trimming includes removal of unwanted vegetation to maintain a uniform, and well-shaped appearance, and to prevent interference with pedestrians, vehicle traffic and building encroachment.
Trunk	The main stem of a tree, usually long, large and relatively straight.
UXO	Unexploded Ordinance.

ATTACHMENT J-1800000-02

EQUIPMENT RESTRICTIONS

The use of hazardous materials including fueling of miscellaneous gasoline-powered utility equipment like chain saws shall be accomplished using prudent Best Management Practices (BMP) to prevent environmental contamination or any human safety concern. Because all intrusive activity is prohibited, all mechanized equipment shall be selected and used in such a way that it would result in no more than minimal ground disturbance. For this reason, rubber-tired vehicles or small rubber-track vehicles are allowable prior to full UXO/MEC clearance.

ATTACHMENT J-1800000-03

REFERENCES AND TECHNICAL DOCUMENTS

<< *Note to Spec Writer:* Add, modify or delete references and technical documents as required. Insert references and technical documents related specifically to Grounds Maintenance and Landscaping. Do not include items included in Section J of Annex 2.>>

<u>Reference</u>	<u>Title</u>
ANSI Z133.1-2006	American National Standard of Tree Care Operations-Pruning, Trimming, Repairing, Maintaining, and Removing and Cutting Brush-Safety Requirements.
ANSI A-300	American National Standard of Tree Care Operations-Tree, Shrub and Other Woody Plant Maintenance-Standard practices, Secretariat-National Arborist Association, Incorporated.
NAVFAC INST 11320.2 (most current)	Fire Prevention and Protection
NAVFAC P-73	Natural Resources Management Procedural Manual
NAVFAC MO-100.1	Natural Resources Land Management
NAVFAC MO-100.3	Natural Resources Fish and Wildlife Management
NAVFAC MO-100.4	Natural Resources Outdoor Recreation and Cultural Values
NAVFAC P-905	Planting and Maintenance of Trees, Shrubs, and Vines
NAVSEA OP 5	Ammunition and Explosives Safety Ashore
OPNAV 5090.1 (most current)	Safe Drinking Water Act Compliance Ashore
OPNAV INST 6240.3 (most current)	Chapter 9, Pest Management

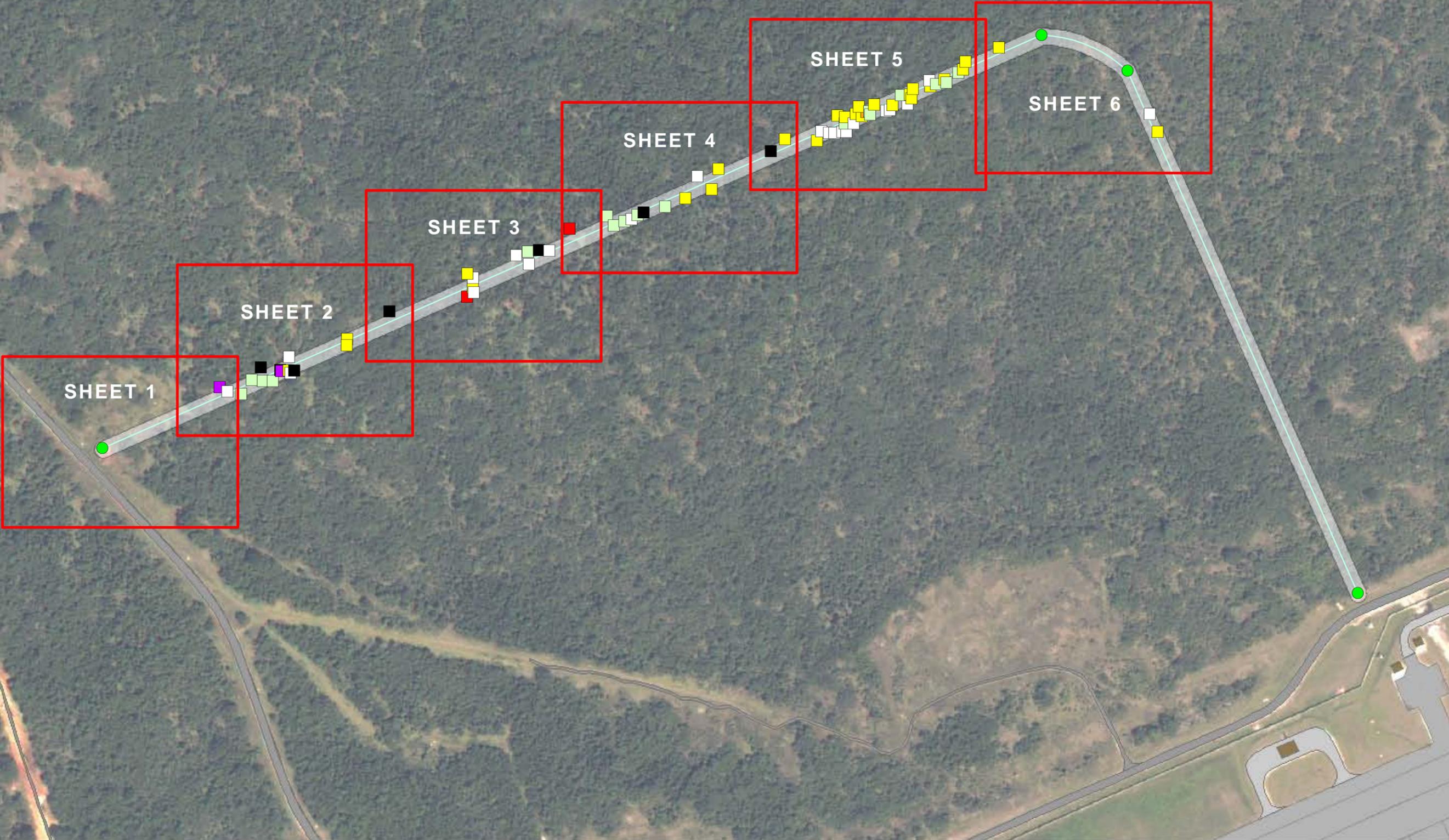
ATTACHMENT J-1800000-04

ANDERSEN AIR FORCE BASE, North Ramp (P-100) Refuge Survey Area – Vegetation Classification,
Cycad Locations (overall)

ATTACHMENT J-1800000-05

Cycad Transplanting Locations Map

ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (OVERALL)



Legend

- Cycad (dead)
- Cycad (salvageable)
- Cycad (damaged; salvageable)
- Cycad (salvageable with pups)
- Cycad (salvageable with pups; damaged)
- Cycad (salvageable; weak)
- Cycad (transplantable)
- Survey Centerline Points
- Survey Center Line
- 50' Project Corridor
- Buildings
- Installation Area
- Road Area

Coordinate System: UTM Zone 55 North
Projection: Transverse Mercator
Datum: D WGS 1984
Sheet Size: 17" Width X 11" Height
Scale: 1:3,600



PREPARED BY:
NAFAC
Date: 31 JAN 2012
Naval Facilities Engineering Command Marianas
Asset Utilization Branch, AM4
Contact: NFM Georeadiness Center (671) 333-2821

ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (SHEET 1)



Legend

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- Road Area

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 Projection: Transverse Mercator
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 Sheet Size: 17" Width X 11" Height
 Scale: 1:600



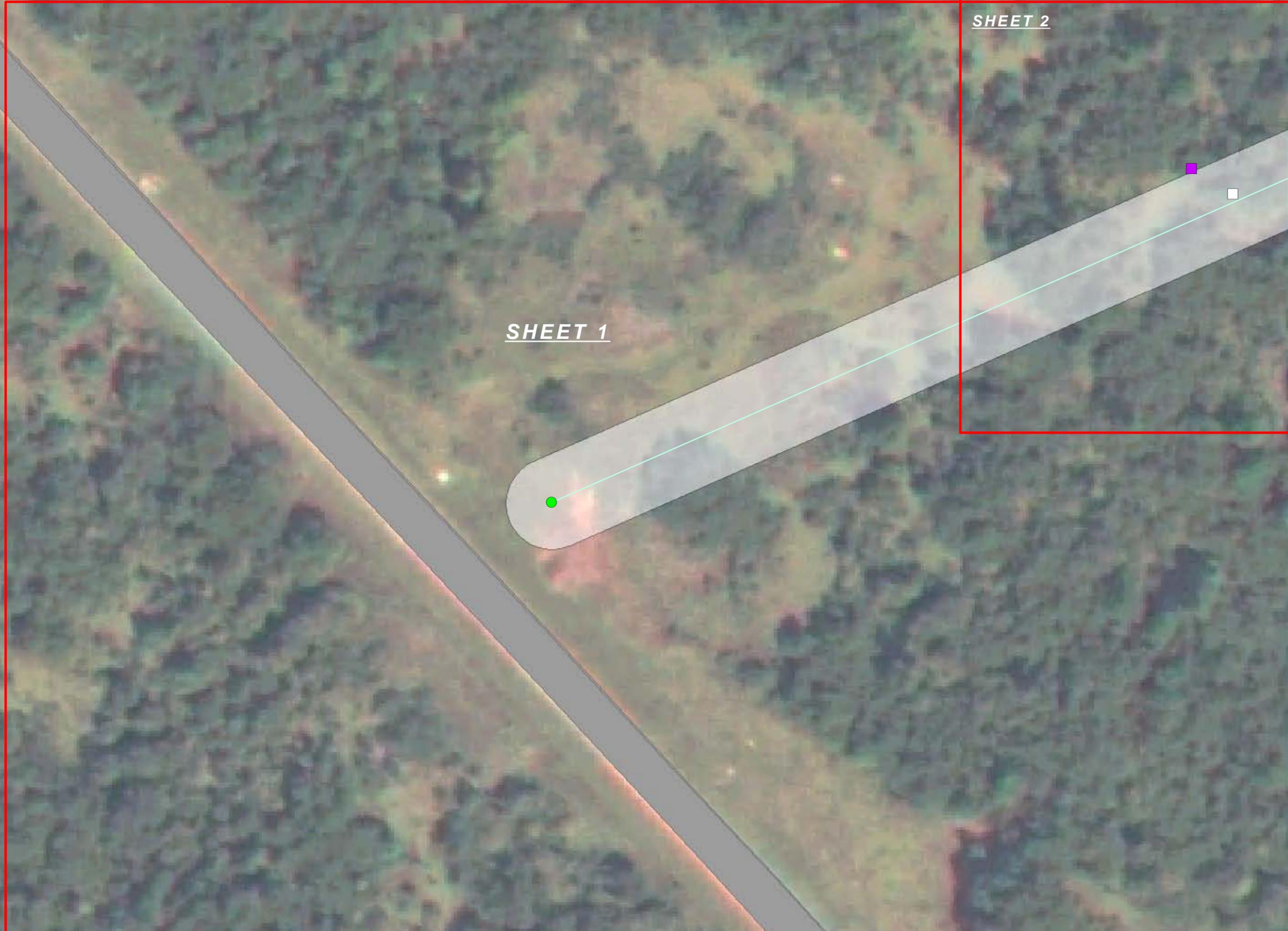
PREPARED BY:

 Date: 31 JAN 2012
 Naval Facilities Engineering Command Marianas
 Asset Utilization Branch, AM4
 Contact: NFM Georeadiness Center (671) 333-2021

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SHEET 2

SHEET 1



ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (SHEET 2)



Legend

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SHEET 3

SHEET 2

SHEET 1



ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (SHEET 3)



Legend

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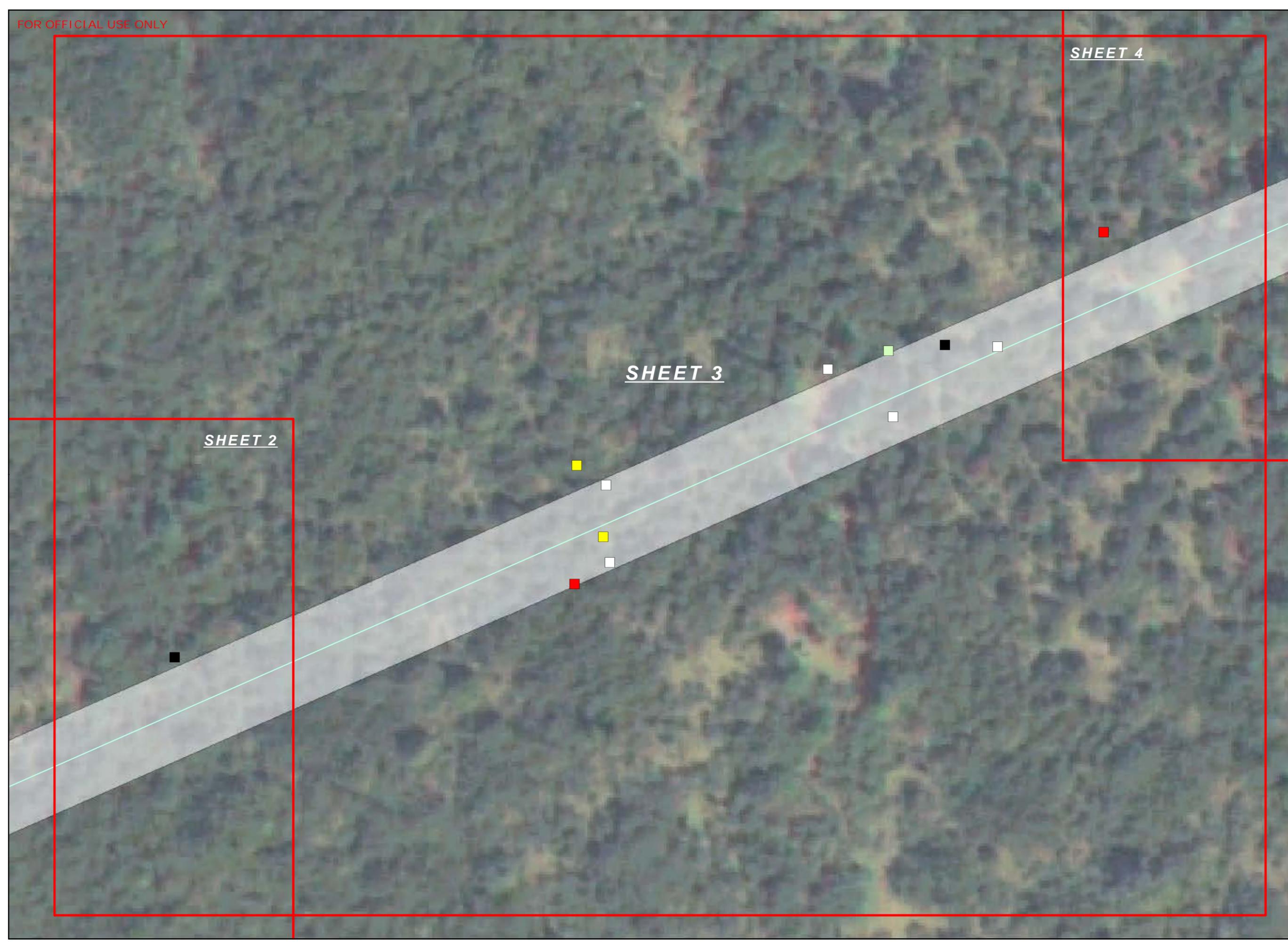
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SHEET 4

SHEET 3

SHEET 2



ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (SHEET 4)



Legend

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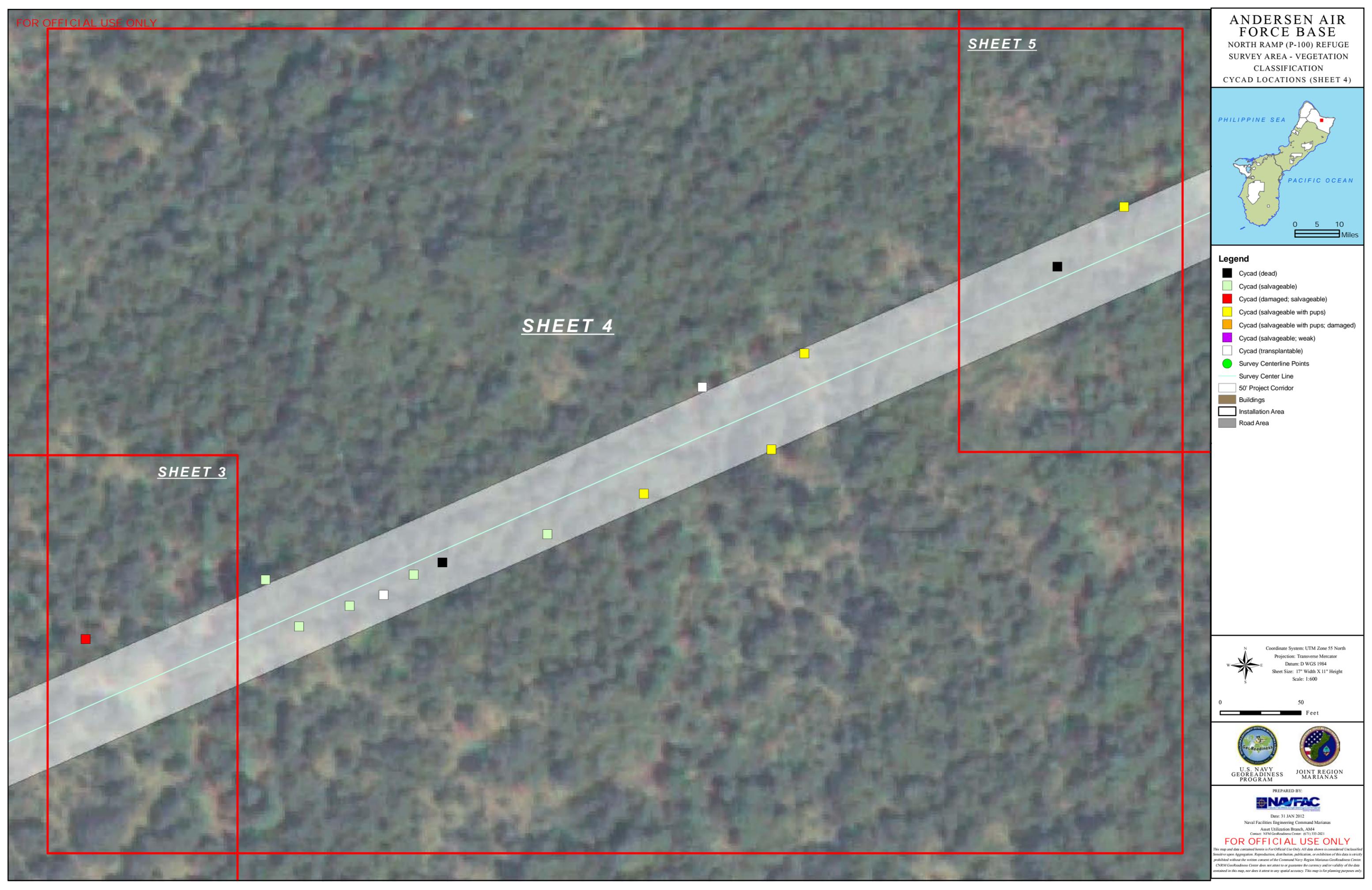
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SHEET 5

SHEET 4

SHEET 3



ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (SHEET 5)



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SHEET 5

SHEET 4

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ANDERSEN AIR FORCE BASE
NORTH RAMP (P-100) REFUGE
SURVEY AREA - VEGETATION
CLASSIFICATION
CYCAD LOCATIONS (SHEET 6)

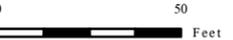


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SHEET 5

SHEET 6

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WD 05-2147 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2147
 Revision No.: 13
 Date Of Revision: 06/13/2011

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
 Northern Marianas Statewide
 Wake Island Statewide

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06

05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14
12000 - Health Occupations	
12010 - Ambulance Driver	15.81
12011 - Breath Alcohol Technician	15.81
12012 - Certified Occupational Therapist Assistant	21.70
12015 - Certified Physical Therapist Assistant	21.70
12020 - Dental Assistant	13.20
12025 - Dental Hygienist	29.85
12030 - EKG Technician	23.96
12035 - Electroneurodiagnostic Technologist	23.96
12040 - Emergency Medical Technician	15.81
12071 - Licensed Practical Nurse I	14.14
12072 - Licensed Practical Nurse II	15.81
12073 - Licensed Practical Nurse III	17.63
12100 - Medical Assistant	11.54
12130 - Medical Laboratory Technician	14.14
12160 - Medical Record Clerk	11.82
12190 - Medical Record Technician	13.59
12195 - Medical Transcriptionist	14.14
12210 - Nuclear Medicine Technologist	34.75
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.30

12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.84
12235 - Optical Dispenser	15.81
12236 - Optical Technician	14.14
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.84
12305 - Radiologic Technologist	22.64
12311 - Registered Nurse I	20.70
12312 - Registered Nurse II	25.32
12313 - Registered Nurse II, Specialist	25.32
12314 - Registered Nurse III	30.64
12315 - Registered Nurse III, Anesthetist	30.64
12316 - Registered Nurse IV	36.72
12317 - Scheduler (Drug and Alcohol Testing)	19.59
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.06
13012 - Exhibits Specialist II	18.66
13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87

15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18

28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truckdriver, Light	8.97
31362 - Truckdriver, Medium	11.61
31363 - Truckdriver, Heavy	12.48
31364 - Truckdriver, Tractor-Trailer	12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 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 ordnance, 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.