SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER			
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER: F04700-02-R-0011
6. SOLICITATION ISSUE DATE: 02-Aug-2002			
7. FOR SOLICITATION INFORMATION CALL	a. NAME: EVELYN ROSS	b. TELEPHONE NUMBER *(No Collect Calls)*: 661 277-7799	8. OFFER DUE DATE/LOCAL TIME: 16-Aug-2002 15:00

9. ISSUED BY — CODE FA9301

AFFTC/PK
EVELYN ROSS/661-277-7799
5 S WOLFE AVE
EDWARDS AFB CA 93524-1185

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: %FOR
  - [ ] SMALL BUSINESS
  - [ ] SMALL DISADV. BUSINESS
  - [ ] 8(A)

SIC: 7622
SIZE STANDARD: 6.0 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13 b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO — CODE F5SCML

95 CS/SCSML - F5SCML
MIKE HMIEL/277-3638
15 E YEAGER BLVD BLDG 2810
EDWARDS AFB CA 93524-1110

16. ADMINISTERED BY — CODE

SEE ITEM 9

17 a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TEL.

18 a. PAYMENT WILL BE MADE BY — CODE

- [ ] 17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED [ ] 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

- [X] 27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES
- [X] 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
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30 a. SIGNATURE OF OFFEROR/CONTRACTOR

31 a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30 b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)* — 30 c. DATE SIGNED

31 b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)* — 31 c. DATE SIGNED

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

33. SHIP NUMBER — [ ] PARTIAL [ ] FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE — 32 c. DATE

36. PAYMENT
- [ ] COMPLETE
- [ ] PARTIAL
- [ ] FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER — 39. S/R VOUCHER NUMBER

40. PAID BY

41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY *(Print)*

42b. RECEIVED AT *(Location)*

41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER — 41 c. DATE

42c. DATE REC'D *(YY/MM/DD)* — 42d. TOTAL CONTAINERS

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12.00	Months		

RECURRING MAINTENANCE AND REPAIR

FFP - The contractor shall provide priority and routine maintenance support services on a recurring basis in accordance with the Statement of Work (SOW).

ITEM NO 0002 SUPPLIES/SERVICES

NONRECURRING MAINTENANCE SERVICE

FFP - The contractor shall provide priority and routine maintenance support service on a nonrecurring basis in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT A ****

ESTIMATED NET AMT _____ (Total from Exhibit A)

ITEM NO 0003 SUPPLIES/SERVICES

EQUIPMENT REMOVAL AND INSTALLATION

FFP - The contractor shall accomplish removal and installation of equipment in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT B ****

ESTIMATED NET AMT _____ (Total from Exhibit B)

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004		1.00	Lot	**$38,000.00**	**$38,000.00**

OVER AND ABOVE

FFP - The contractor shall repair equipment damaged due to neglect or misuse following the procedures outlined in the Statement of Work (SOW) and DFAR 252.217-7028.

ESTIMATED NET AMT **$38,000.00**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12.00	Months		

RECURRING MAINTENANCE AND REPAIR

FFP - (Option Year One) The contractor shall provide priority and routine maintenance support services on a recurring basis in accordance with the Statement of Work (SOW).

ITEM NO 0006 SUPPLIES/SERVICES

NONRECURRING MAINTENANCE SERVICE

FFP - (Option Year One) The contractor shall provide priority and routine maintenance support service on a nonrecurring basis in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT C ****

ESTIMATED NET AMT

(Total from Exhibit C)

ITEM NO SUPPLIES/SERVICES
0007

EQUIPMENT REMOVAL AND INSTALLATION

FFP - (Option Year One) The contractor shall accomplish removal and installation of equipment in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT D ****

ESTIMATED NET AMT	(Total from Exhibit D)

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	OVER AND ABOVE	1.00	Lot	**$38,000.00**	**$38,000.00**

FFP - (Option Year One) The contractor shall repair equipment damaged due to neglect or misuse following the procedures outlined in the Statement of Work (SOW) and DFAR 252.217-7028.

ESTIMATED NET AMT	**$38,000.00**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	RECURRING MAINTENANCE AND REPAIR	12.00	Months		

FFP - (Option Year Two) The contractor shall provide priority and routine maintenance support services on a recurring basis in accordance with the Statement of Work (SOW).

ITEM NO 0010 SUPPLIES/SERVICES

NONRECURRING MAINTENANCE SERVICE

FFP - (Option Year Two) The contractor shall provide priority and routine maintenance support service on a nonrecurring basis in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT E ****

ESTIMATED NET AMT _____ (Total from Exhibit E)

ITEM NO 0011 SUPPLIES/SERVICES

EQUIPMENT REMOVAL AND INSTALLATION

FFP - (Option Year Two) The contractor shall accomplish removal and installation of equipment in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT F ****

ESTIMATED NET AMT _____ (Total from Exhibit F)

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	OVER AND ABOVE	1.00	Lot	**$38,000.00**	**$38,000.00**

FFP - (Option Year Two) The contractor shall repair equipment damaged due to neglect or misuse following the procedures outlined in the Statement of Work (SOW) and DFAR 252.217-7028.

ESTIMATED NET AMT **$38,000.00**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		12.00	Months		

RECURRING MAINTENANCE AND REPAIR

FFP - (Option Year Three) The contractor shall provide priority and routine maintenance support services on a recurring basis in accordance with the Statement of Work (SOW).

ITEM NO 0014 SUPPLIES/SERVICES

NONRECURRING MAINTENANCE SERVICE

FFP - (Option Year Three) The contractor shall provide priority and routine maintenance support service on a nonrecurring basis in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT G ****

ESTIMATED NET AMT _____ (Total from Exhibit G)

ITEM NO 0015 SUPPLIES/SERVICES

EQUIPMENT REMOVAL AND INSTALLATION

FFP - (Option Year Three) The contractor shall accomplish removal and installation of equipment in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT H ****

ESTIMATED NET AMT _____ (Total from Exhibit H)

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016		1.00	Lot	**$38,000.00**	**$38,000.00**

OVER AND ABOVE

FFP - (Option Year Three) The contractor shall repair equipment damaged due to neglect or misuse following the procedures outlined in the Statement of Work (SOW) and DFAR 252.217-7028.

ESTIMATED NET AMT **$38,000.00**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		12.00	Months		

RECURRING MAINTENANCE AND REPAIR

FFP - (Option Year Four) The contractor shall provide priority and routine maintenance support services on a recurring basis in accordance with the Statement of Work (SOW).

ITEM NO 0018 SUPPLIES/SERVICES

NONRECURRING MAINTENANCE SERVICE

FFP - (Option Year Four) The contractor shall provide priority and routine maintenance support service on a nonrecurring basis in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT J ****

ESTIMATED NET AMT

(Total from Exhibit J)

ITEM NO SUPPLIES/SERVICES
0019

EQUIPMENT REMOVAL AND INSTALLATION

FFP - (Option Year Four) The contractor shall accomplish removal and installation of equipment in accordance with the Statement of Work (SOW).

**** PRICES IN EXHIBIT K ****

ESTIMATED NET AMT _____ (Total from Exhibit K)

ITEM NO	SUPPLIES/SERVICES	ESIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0020	OVER AND ABOVE	1.00	Lot	**$38,000.00**	**$38,000.00**

FFP - (Option Year Four) The contractor shall repair equipment damaged due to neglect or misuse following the procedures outlined in the Statement of Work (SOW) and DFAR 252.217-7028.

ESTIMATED NET AMT **$38,000.00**

DELIVERY INFORMATION

CLINS	DELIVERY DATE	FOB	SHIP TO ADDRESS
0001-0004	POP 01-OCT-02 TO 30-SEP-03	Dest.	EDWARDS AFB CA
0005-0008	POP 01-OCT-02 TO 30-SEP-04	Dest.	Same as CLIN 0001
0009-0012	POP 01-OCT-02 TO 30-SEP-05	Dest.	Same as CLIN 0001
0013-0016	POP 01-OCT-02 TO 30-SEP-06	Dest.	Same as CLIN 0001
0017-0020	POP 01-OCT-03 TO 30-SEP-07	Dest.	Same as CLIN 0001

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001-0020	Destination	Government	Destination	Government

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
http://farsite.hill.af.mil or http://www.arnet.gov/far

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil or http://www.arnet.gov/far

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	JUN 1996
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection of Services – Fixed Price	AUG 1996
52.248-1	Value Engineering	FEB 2000
52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY	MAY 1996
5352.204-9001	VISITOR GROUP SECURITY AGREEMENTS	MAY 1996
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS	JUN 1997
5352.228-9001	INSURANCE CLAUSE IMPLEMENTATION (AFMC)	JUL 1997
5352.237-9001	CONTRACTOR IDENTIFICATION (AFMC)	JUL 1997
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS	MAY 1996
5352.245-9004	BASE SUPPORT (AFMC)	JUL 1997

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

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

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the 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 form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).)

(End of Clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 October 2002 through 30 September 2003 and through 30 September of each option year exercised.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than TBD (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor

obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of TBD (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of TBD (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

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

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

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

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

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

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2003, or 30 September of each option period exercised.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option clause may be exercised more than once, *however*, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no later than 30 days *before* the contract expires.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor no later than 30 days *before* the contract expires; provided that the Contracting Officer gives the Contractor a preliminary written notice of intent to extend under the terms of this option clause no later than 60 days *before* the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, and FAR Clause 52.217-8, Options to Extend Services, hereof, shall not exceed 5 ½ years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

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

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

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

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

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

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

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Gov't Equivalent Grade	Monetary Wage
Electronics Technician, Maintenance I	WG-8	$16.63
Electronics Technician, Maintenance II	WG-9	$17.72
Electronics Technician, Maintenance III	WG-10	$18.82
Telecommunications Mechanic I	WG-10	$18.82
Telecommunications Mechanic II	WG-11	$19.84

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items (DEVIATION) 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:

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023, Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

(End of Clause)

5352.215-9000 FACILITY CLEARANCE (MAY 1996)

The offeror must possess, or acquire prior to award of a contract, a facility clearance equal to the highest classification stated on the Contract Security Classification Specification (DD Form 254) attached to this solicitation.

5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (JUL 1997)

In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the subcontracting plan contained in dated is incorporated herein by reference. The small business goal is . The small disadvantaged business goal . The women-owned small business goal is .

LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	14	26 JUL 2002	STATEMENT OF WORK
ATTACHMENT 2	5		CONTRACT SECURITY CLASSIFICATION SPECIFICATIONS, DD FORM 254
ATTACHMENT 3	8		CURRENT WAGE DETERMINATION AS OF 29 MAY 2002: 94-2043, REVISION 20
EXHIBIT A	1		CLIN 0002 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT B	1		CLIN 0003 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT C	1		CLIN 0006 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT D	1		CLIN 0007 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT E	1		CLIN 0010 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT F	1		CLIN 0011 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT G	1		CLIN 0014 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT H	1		CLIN 0015 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT J	1		CLIN 0018 FIRM-FIXED-PRICE REQUIREMENTS
EXHIBIT K	1		CLIN 0019 FIRM-FIXED-PRICE REQUIREMENTS

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from
AFFTC/PKS
Attn: Cathi Cleveland, Contracting Officer
5 South Wolfe Avenue
Edwards AFB, CA 93524-1185

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(5) Terms of any express warranty;
(6) Price and any discount terms;
  a. Complete both monthly unit price and total extended amount for Contract Line Item Numbers 0001, 0005, 0009, 0013 and 0017.
  b. Complete Pricing Exhibits A through K for the corresponding Contract Line Item Numbers 0002, 0003, 0006, 0007, 0010, 0011, 0014, 0015, 0018 and 0019. Transfer the Estimated Total amount on each Exhibit to the corresponding Contract Line Item Number's Estimated Net Amt.
(7) "Remit to" address, if different than mailing address;
(8) A completed copy of the representations and certifications at FAR 52.212-3 and DFARS 252.212-7000;
(9) Acknowledgment of Solicitation Amendments;
(10) Past performance information:
  a. Submit information on contracts or subcontracts (Government or Commercial) that are relevant to demonstrating your ability to perform the proposed effort, in which current, recent and relevant as defined at 52.212-2.
  b. Provide the following information for each contract submitted, including factual, concise, and clear comments regarding your performance on them. This information is required on the offeror and all subcontractors, teaming and/or joint venture partners proposed to perform a major portion of the proposed services based on the total proposed price, or perform aspects of the services the offeror considers critical to overall successful performance. The Government will use information provided by the offeror and information obtained from other sources in the evaluation of past performance.
    i. Offeror Name (Company/Division)
      1. CAGE Code:
      2. DUNS Number:

ii. Program Title:
iii. Contract Specifics
    1. Contracting Agency or Customer:
    2. Contract Number:
    3. Contract Type(s):
    4. Period of Performance:
    5. Original Contract $ Value *(exclude unexercised options)*:
    6. Current Contract $ Value *(exclude unexercised options)*:
    7. If amounts for 5 and 6 above are different, provide a brief description of the reason(s):
    8. Has the contract been entered into the Contractor Performance Assessment Reporting System (**CPARS**)? Yes **OR** No If not, another automated past performance system Yes **OR** No If yes, please identify the system:
iv. Brief Description of Contract. Indicate if you were the Prime **OR** Subcontractor. Indicate the type of services provide and highlight portions considered most relevant to the Wireless Systems Maintenance Service acquisition.
v. Completion Date
    1. Original Date:
    2. Current Schedule:
    3. Estimate at Completion
    4. How Many Times Changed:
    5. Primary Cause(s) of Change:
vi. Primary Customer Points of Contact. For Government contracts, provide the following for the Program Manager, Procuring Contracting Officer and Administrative Contracting Officer. For Commercial contracts, provide equivalents to aforementioned Government roles. NOTE: Ensure the individuals identified are currently available to provide past performance information if requested by the Government.
    1. Name:
    2. Office:
    3. Address:
    4. FAX Number:
    5. E-mail Address:
    6. Commercial Telephone Number:
    7. DSN Telephone Number
vii. Address any technical, management, schedule, or other area about this contract considered unique
viii. Thoroughly describe how the contract is relevant using the definition at 52.212-2
ix. Include relevant information concerning your compliance with FAR 52.219-8, Utilization of Small Business Concerns.
x. Company's division or group involved and their relationship to offeror's organization.

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at http://assist.daps.mil.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding $25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at http://www.customerservice@dnb.com/. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

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

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

Past Performance
Price

Past performance is ***significantly*** more important than price.

Past Performance:

(1) Past Performance will be evaluated through assignment of a confidence assessment rating based on assessing performance risk as it related to demonstrated performance which is current, recent and relevant to the work outlined in the Statement of Work (SOW). The evaluation will focus on the offeror's demonstrated performance record in effective and efficient technical performance. For problems identified, the evaluation will consider mitigating circumstances, such as process changes, that have resulted in improvements to previous performance problems; however, these process changes will only be considered when objectively measurable improvement in performance has been demonstrated as a result of the changes.

(2) Current and Recent. Relevant on-going contracts with a performance record of *at least **one (1)** year*, and contracts completed within ***three (3)*** years from the issue date of this solicitation. Current performance will have a greater impact on the performance confidence assessment than less recent performance.

(3) Relevant past performance is defined as wireless systems maintenance services which are considered to be of the type and similar in scope, magnitude and complexity when compared to wireless systems maintenance services described in this solicitation, include the Statement of Work, contract types, contract environment, division proposing, and subcontractor interaction. More relevant performance will have greater impact in the performance confidence assessment than less relevant performance. Adverse past performance is defined as a performance confidence assessment rating of Marginal/Little Confidence and Unsatisfactory/No Confidence. Offerors may be given the opportunity to clarify the relevancy of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond. In such cases, such exchanges are considered clarification for award without discussions (FAR 15.306(a)), or communications when competitive range is to be established for purposes of conducting discussions (FAR 15.306(b)).

(4) In conducting the performance confidence assessment, the Government reserves the right to use both information provided by the offeror and obtained from other sources. Past performance information may be obtained through (1) Contractor Performance Assessment Reporting System (CPARS) (2) Past Performance Automated Information System (PPAIS), (3) questionnaires tailored to the Wireless Systems Maintenance Services requirement, (4) interviews with program managers and contracting officers, and (5) other sources known to the Government, including commercial sources.

(5) Each offeror will be assigned one rating defined in AFFARS 5315.305(a)(2)(E)

(6) The evaluation described above will include a performance assessment of subcontractors that will perform major or critical aspects of the services, other divisions, corporate management, teaming contractors, or relevant element of predecessor entities forming new companies by merger/consolidation when such information is current, recent and relevant.

(b) Compliance with Terms and Conditions of the RFP and the price aspect of each offeror's proposal shall be considered in a determination of proposal acceptability. Any aspect of the proposal judged to be unacceptable may render the entire proposal unacceptable unless revised through discussions.

(c) 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).

(d) If the Government finds, as a result of evaluations, that award without discussions may be made, any exchanges with offerors will be limited to those described as clarifications in FAR 15.306(a). Conversely, if the Government finds that discussions are necessary, communications may be required (FAR 15.306(b)) prior to establishment of a competitive range (FAR 15.306(c)). Discussions will be held with all offerors within the competitive range pursuant to FAR 15.306(d). At the conclusion of discussions, a request for final proposal revisions
(e) 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 (MAY 2002) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

___ TIN:----------

___ TIN has been applied for.

___ TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other----------

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name----------

TIN----------

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ $1 million or less

___ 51 - 100 ___ $1,000,001 - $2 million

___ 101 - 250 ___ $2,000,001 - $3.5 million

___ 251 - 500 ___ $3,500,001 - $5 million

___ 501 - 750 ___ $5,000,001 - $10 million

___ 751 - 1,000 ___ $10,000,001 - $17 million

___ Over 1,000 ___ Over $17 million

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

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

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

____Individual/concern, other than one of the preceding.

(d) 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; 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 $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act 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 as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(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--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--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 as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country 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--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

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

(List as necessary)

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

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). 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--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). 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--North American Free Trade Agreement--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, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed end products.

Listed End Product

Listed Countries of Origin

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(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.

(End of provision)

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 2001)

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

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

( ) is ( ) is not a historically black college or university;

( ) is ( ) is not a minority institution.

(End of provision)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(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 person is defined in Section 16(2) of the Export Adminstration 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)