

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/07/2013

Contract/Lease Control #: C14-2092-IS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: EGLIN AFB AFTC/PZ10 FA-2823

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2013

Term: INDEFINITE

Description of
Contract/Lease: FIBER OPTIC CABLE PATH FOR 7TH SPECIAL FORCES GROUP

Department: IS

Department Monitor: VANDERHOEK

Monitor's Telephone #: 850-651-7175

Monitor's FAX # or E-mail: dvanderhoek@co.okaloosa.fl.us

Date Closed: _____

cc: Finance Department Contracts & Grants Office



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: October 1, 2013
TO: Honorable Chairman and Members of the Board
FROM: Don Vanderhoek
SUBJECT: 7th Special Forces Group Fiber Optic Contract
DEPARTMENT: Information Systems
BCC DISTRICT: All

STATEMENT OF ISSUE: The 96th Communications Squadron from Eglin Air Force Base, on behalf of the Army 7th Special Forces Group, has requested that Okaloosa County provide a 36 strand single mode, dark fiber path between Building 4545 at the 7th Special Forces Group (SFG) Airborne (A) compound, located west of Duke Field, to Building 44 on Eglin AFB. The one-time fee to the military to provide this fiber path is \$1,343,135.46 as stated in attached contract FA2823-13-C-3010. Also attached is an Area Map depicting the fiber path.

BACKGROUND: Okaloosa County, through the Information Systems Department, has created and currently maintains a robust fiber optic telecommunications utility infrastructure. Okaloosa County continues to leverage this utility to greatly decrease annual expenditures for both data and voice communications while greatly increasing performance. The utility was designed and constructed to meet current and future needs. Limited quantities of dark fiber are available to provide opportunities for expansion and revenue generation. This revenue increases the return on investment and provides funding for operations and maintenance to enable long term sustainability.

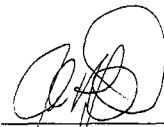
This contract has been through the County internal review process.

OPTIONS: Approve or disapprove the Chairman signing Contract #FA2823-13-C-3010 totaling \$1,343,135.46.

RECOMMENDATIONS: Approve the Chairman signing Contract #FA2823-13-C-3010 totaling \$1,343,135.46.


Don Vanderhoek, Director 9/25/2013

RECOMMENDED BY:


John Hofstad, Director 9/26/2013

APPROVED BY:

CONTRACT & LEASE INTERNAL COORDINATION SHEET

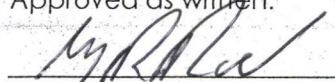
Contract/Lease Number: <u>C14-2092-IS</u>	Tracking Number: <u>738-13</u>
Contractor/Lessee Name: <u>AFIC/P210 Eglin-FA2823</u>	Grant Funded: YES ___ NO <u>✓</u>
Purpose: <u>Fiber Optic Cable Path for 7th SFG</u>	
Date/Term: _____	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$1,343,135.46</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>I.S.</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>D Vanderhoek / Dan Sundbomdetto</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

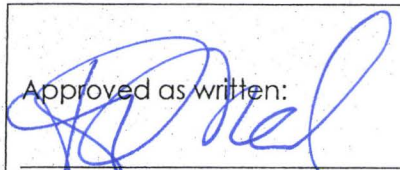
Procurement requirements are met:


 Purchasing Director or designee
Date: 9/23/13**Risk Management Review**

Approved as written:


 Risk Manager or designee
Date: 9/24/13**County Attorney Review**

Approved as written:


 County Attorney
Date: 9/24/13

Following Okaloosa County approval:

Contracts & Grants

Document has been received:


 Contracts & Grants Manager

Date: _____

Rosemarie Yohannan

To: Dan Sambenedetto
Subject: RE: Fiber Contract

Thanks, I'll pass this on to Teresa Ward.

Rose

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Dan Sambenedetto
Sent: Wednesday, September 25, 2013 2:40 PM
To: Rosemarie Yohannan
Subject: Fiber Contract

We can email a scanned copy of the 1449 cover page – filled out and signed of course. This is all they need. Once they get that, they will have the contracting officer sign it and will return the document back to us.

I would like to get this scanned to me as soon after the meeting as possible.

Thanks,
Dan

Jack Allen

From: Dan Sambenedetto
Sent: Monday, September 23, 2013 4:38 PM
To: Jack Allen; Don Vanderhoek; Rosemarie Yohannan
Subject: FA2823-13-C-3010 Fiber Optic Contract
Attachments: FA2823-13-C-3010 Fiber Optic Cable Path for 7th SFG.pdf

ALLCON

Please find attached the subject contract. The 1449 will need to be filled in and signed at blocks 30a-30c. Most of this is boiler plate military stuff.

However, the meat of the matter is we are providing them fiber for \$1,343,135.46 as denoted on page 3 and the statement of objectives portion.

This MUST go to the BCC on the Oct 1st meeting otherwise the military will lose the funding and the deal is off.

Agenda will be forthcoming tomorrow.

Thanks,
Please advise...
Dan

CONTRACT # C14-2092-IS
AFTC/PZ10 EGLIN
FIBER OPTIC CABLE PATH
7TH SFG #FA2823-13-C-30-10
EXPIRES: INDEFINITE

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER F1T1DE3220AD01		PAGE 1 OF 20	
2. CONTRACT NO. FA2823-13-C-3010		3. AWARD EFFECTIVE DATE 10/21/13		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY AFTC/PZ10 EGLIN - FA2823 308 WEST D AVENUE, SUITE 130 (BLDG 260) EGLIN AFB FL 32542-5418 TEL: FAX:		CODE FA2823		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 14000000 NAICS: 238210		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO 98 CS - F1T1DE RESOURCE ADVISOR 102 NORTH SECOND STREET, BLDG 249 STE 111 EGLIN AFB FL 32542-6829		CODE F1T1DE		16. ADMINISTERED BY AFTC/PZ10A EGLIN - DAVID JIMENEZ 308 WEST D AVE, BLDG 260, STE 130 EGLIN AFB FL 32542-5418		CODE FA2823	
17a. CONTRACTOR/OFFEROR OKALOOSA, COUNTY OF DBA: CONTRACTS & GRANTS 1804 LEWIS TURNER BLVD STE 208 FORT WALTON BEACH FL 32547-1285 TEL. 850-609-7079		CODE 3H5D4		18a. PAYMENT WILL BE MADE BY DFAS - ROME - HQ0302 325 BROOKS ROAD ROME NY 13441-4527		CODE HQ0302	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,343,135.46	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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. REF: F1T1DE3220AD01				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED 13-Sep-2013 . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR Don R. Amunds				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Susan B Riley		31c. DATE SIGNED 10/21/13	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Don R. Amunds		30c. DATE SIGNED 10-2-13		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Susan B Riley TEL: 850 982 3466 EMAIL: Susan.riley.2@usafirm			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 3/2005)
Prescribed by GSA
FAR (48 CFR) 53.212

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

PAGE 2 OF 20

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

32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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		
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
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 (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

 AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

 STANDARD FORM 1449 (REV 3/2005) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$1,343,135.46	\$1,343,135.46

Provide approximately 25 miles of high FFP

Provide approximately 25 miles of high quality 36 strand SM Corning fiber between PB 5270 being the Demarc at Eglin AFB through PB 9406 (with the existing fence around the County lift station being the Demarc) to Building 4545 on the 7SFG Compound. Install, splice, terminate and test 36 strand Corning SM Fiber from PB 9406 to Building 4545 on to 7th SFG(A) Compound in existing military provided conduit system. Splice 36 strands of county provided fiber to 36 strands of existing military provided fiber at PB 5270 and test all 36 strands at building 44 on Eglin AFB. Test all 36 strands between building 4545 (7th SFG(A) Compound) and Building 44 (Eglin AFB). Provide a 20 year warranty for the 36 strands of fiber between the Demarcs (PB 9406 and PB 5720). Any alteration, maintenance, or changes to the 36 strands of fiber optic cable between PB 5270 and PB 9406 by the Government will void the warranty. All work and requirements shall be in accordance with the attached Statement of Objectives dated 7 August 2013.

FOB: Destination

PURCHASE REQUEST NUMBER: FITIDE3220AD01

SIGNAL CODE: A

NET AMT

\$1,343,135.46

ACRN AA

\$1,343,135.46

CIN: FITIDE3220AD010000AA

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN
0001 INSPECT AT
Destination

INSPECT BY
Government

ACCEPT AT
Destination

ACCEPT BY
Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-OCT-2013 TO 07-FEB-2014	N/A	96 CS - FITIDE RESOURCE ADVISOR 102 NORTH SECOND STREET, BLDG 249 STE 111 EGLIN AFB FL 32542-6829 850-882-4366 FOB: Destination	FITIDE

ACCOUNTING AND APPROPRIATION DATA

AA: 9730100 56SA 0 8G 5078 0121738N000 233Z 58WM61 MIPR3KDASWM214 WM6158 031007
 AMOUNT: \$1,343,135.46
 CIN FITIDE3220AD010000AA: \$1,343,135.46

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	JUL 2013
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.223-11	Ozone-Depleting Substances	MAY 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

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

(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.)

X (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (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. (Aug, 2013) (31 U.S.C. 6101 note).

 (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

 (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, 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 (July 2013) (15 U.S.C. 637(d)(2) and (3)).

 X (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (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—Subcontracting 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 (July 2013) (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 (July 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- ☒ (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 (Jul 2012). (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.

X (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 (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

____ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (46) 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)).

____ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

____ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (52)(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.)

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

☒ (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 U.S.C. 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (9) 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 (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 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 (JUL 2012).

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

(xiv) 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.

(xv) 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)

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

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

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

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

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

(b)(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(i) 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 (Jul 2013) (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 Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 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 (JUL 2012).

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GSI Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line item No.	Item description
---	------------------

N/A

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

5352.201-9101 OMBUDSMAN (NOV 2012)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM/DRU or AFISRA ombudsmen, Col Evan C. Dertien, AFTC/CV, 1 South Rosamond Blvd, Edwards AFB, CA 93524-3784, phone number (661) 277-2810, facsimile number (661) 277-7593. Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU or AFISRA level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2397, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODSs) (APR 2003)

(a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that use one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s):
Class I ODS/ Application or Use/Quantity (lbs.) per contract period of performance

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

(End of clause)

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Comply with the specific health and safety requirements established by this contract;

(2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(c) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(d) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, names and SSN/Date of Birth /Drivers

License #/State of employees and subcontractor employees needing access to the base. The letter is required regardless of the length of visit and will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Contracting Officer or Contract Specialist will endorse the badge request memorandum and then send it to Security Forces via email for processing into the Security Forces data base. Contractors requiring base access for meetings or site visits must complete the Eglin CAB (Contractor Access Badge) Affidavit. Contractors requiring access to work on base will need to complete the Eglin CAB Affidavit and a Form I-9 (Employment Eligibility Verification). These documents can be hand delivered to the Eglin AFB East Gate Visitor Control Center in a sealed envelope with a point of contact (POC) and phone number on the front of the envelope.

Affidavits that are emailed must contain only one (1) affidavit attached per email. When submitting multiple AFFIDAVITS each AFFIDAVIT has to be a separate file attachment to the email. Do not exceed the email file size of 10 MB or the email may not be received. The email subject line and document must read "FOUO LAST NAME, FIRST NAME". (Name is of the person identified in the Affidavit).

Email to Security Forces at: 96sfs.s5b.passandreg@eglin.af.mil

Or you may also send the affidavit and I -9 via U.S. Postal Service or FedEx to:

96 Security Forces Squadron
ATTN: 96 SFS/S5B Pass and Registration
302 West D Ave, Bldg 272
Eglin AFB FL 32542

Anticipate a three-day lead time for Security Forces to process the documents and conduct the required background check. Once the background check is complete, a copy will be returned to the POC listed on the envelope. The prime contractor can provide paperwork for their subcontractor(s) and submit as many documents per envelope as necessary.

(c) When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate and social security card to obtain a vehicle pass. All deliveries to contractor work sites on Eglin AFB main base must go through the North Gate, located off SR-85 South. Trucks trying to enter the East, West or the Northwest (old ACC) gate will be turned around and told to use the North Gate. Contractors' work trucks carrying equipment and tools are also required to use the North Gate.

(d) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site. A new access badge will not be issued when the old/expired badge is not returned to Security Forces. Any lost badges have to be explained in writing using a company letter head, and signed by an authorized company representative. The lost badge letter must be sent to the Contract Specialist and then signed by the Contract Specialist or Contracting Officer, and then the letter will be sent to Security Forces for their review. After Security Forces has the letter a new badge may be issued.

(e) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management citing the appropriate paragraphs as applicable.

(f) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(g) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

WIDE AREA WORK FLOW DODAAC AND EMAIL DISTRIBUTION TABLE
SF 1449

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR INVOICES AND ADDITIONAL EMAILS CORRECTLY THROUGH WAWF.

Invoice Type: INVOICE AND RECEIVING REPORT (COMBO)

***Contract Number: See Block #2 of the award**

***Delivery Order: See Block #4 of the award if applicable**

***Issue Date: See Block #3 of the award**

***Issue DODAAC: See Block #9 of the award**

***Admin DODAAC: See Block #16 of the award**

Inspected By DODAAC/Ext:

***Ship To Code/Ext: See Contract Line Item**

Ship From Code:

***Pay DODAAC: See Block #18a of the award**

ADDITIONAL EMAIL NOTIFICATIONS:

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Payments may be expedited electronically via the Internet through the Wide Area Work Flow (WAWF) system.

WAWF may be accessed at <https://wawf.eb.mil>.

WAWF Training may be accessed online at <http://www.wawftraining.com>.

Payment information may be accessed using the DFAS website at <https://www.dfas.mil>. Your purchase order/contract number or invoice will be required to inquire status of your payment.

LIST OF ATTACHEMENTS

1. Statement of Objectives dated 7 August 2013
2. Wage Determination WD 05-3033 (Rev-13) dated 25 June 2013

STATEMENT OF OBJECTIVES
For
Alternate Fiber Optic Path to Support 7th SFG Compound

Eglin AFB, FL
7 August 2013

1.0 INTRODUCTION. This Statement of Objectives (SOO) defines the requirements for the contractor to Engineer, Furnish, Install and Test (EFI&T) the installation of 36 strands of single mode fiber between building 4545 at the 7th Special Forces Group (SFG) Airborne (A) compound, located west of Duke Field to building 44 on Eglin AFB. The distance from building 4545 to building 44 is approximately 25 miles. The cable shall be installed all applicable industry standards. Eglin AFB Cable and Wire Specs dated March 2013 may also be used to address any questions regarding base cable installation requirements.

1.1 General Requirements. The contractor shall provide all equipment, tools, materials, supplies, transportation, labor, supervision, management, and other incidentals necessary to EFI&T the requirements as stated in this SOO. The contractor shall provide 36 strands of fiber optic cable from PB 9406 to PB 5270 to the Government. The contractor shall furnish and install a new 36-strand, all dielectric, outdoor rated single mode fiber optic cable from the existing Air Force Main communications room in building 4545 to the county lift station north of the 7th SFG (A) compound utilizing current manhole and conduit infrastructure. Mount a new fiber splice/termination center in the existing rack in building 4545. At the lift station pull box (PB) 9406 the contractor shall splice all 36-strands of fiber from Building 4545 into the fiber optic cable that is being provided to the Government by Okaloosa County. At PB 5270 the contractor will splice the identified fiber strands into the existing government fiber cable. The government owned cable will provide the end connectivity at building 44. Fiber terminations at building 44 will not be required under this contract. The termination of the government fiber from the North Gate to building 44 was accomplished under a previous contract. A pre-test of the strands to be spliced under this contract shall be accomplished by the contractor. This is to ensure that the existing government owned cable is free of faults/troubles prior to splicing into it. The contractor shall provide all equipment, supplies, and materials. It shall be new and not refurbished. No material shall be provided by the government. The contractor shall provide a 20 year warranty for the provided fiber between PB 9406 and PB 5270.

2.0 SPECIFIC TASKS AND REQUIREMENTS.

2.1. Restoration. The contractor shall restore all disturbed grounds to the "as found" condition or better after installation. Base grounds restoration requirements shall be complied with.

2.2. Project Residue. For the installation, all residues from this project shall be disposed of off base and IAW Federal, State, local and base environmental laws and regulations.

2.3. Outside Plant General Requirements. The contractor shall engineer, furnish, and install the manhole /duct/duct infrastructure as defined herein. If required, the contractor shall pump out any manholes.

- 2.3.1.** Any distances that may be provided in this SOO are approximations and should NOT be used for ordering materials or determining duct lengths. Surveying contractors shall identify their proposed route and obtain all cable footages as required to accomplish this contract.
- 2.3.2.** The contractor shall complete and process all permits as required to complete installation. (for example, the digging permit, AF Form 103)
- 2.3.3.** The contractor shall be responsible for any required trenching and/or boring necessary to lay the duct/conduit system if required. Contractor is also responsible for backfilling ditch lines and compaction of fill materials with appropriate compaction tools. Directional drilling will be used for major road crossings. Otherwise, crossing of paved surfaces may be performed by pavement cuts and resurfacing with appropriate matching road material. This does not prevent the contractor from using directional drilling if it is more cost effective. Ducts will be appropriately protected when placed under paved surfaces.
- 2.3.4.** The contractor shall coordinate with base agencies to ensure flags are placed over existing base infrastructure prior to digging or directional drilling and will take precautions to protect existing infrastructure. Contractor will be responsible for costs associated with repair of any damages caused during installation when the infrastructure is clearly flagged. The AF 103 (Digging Permit) shall be submitted through Civil Engineering well in advance of digging activities. Contractor is responsible for maintaining all markings.
- 2.3.5. Standards Compliance.** The contractor shall comply with all ANSI/TIA/EIA and base installation standards.
- 2.3.5.1. Installation.** Installation of underground conduits/ducts, shall be IAW RUS Bulletin 1751F-643; RUS Bulletin 1753F-151; and T.O 31W3-10-22. Ducts across roads, sidewalks, parking areas, or areas to be paved, etc. shall be installed a minimum of 36" below grade. In manholes with knockouts, ducts shall start at the bottom knockout, allowing for upward expansion in the manholes. All ducts not installed across roads, sidewalks, parking areas, or areas to be paved, etc. shall have a minimum of 36 inches ground cover, where possible. The contractor shall provide other protective measures, concrete cap, etc., in those areas where the minimum ground cover cannot be achieved. Grading of ducts shall be accomplished IAW RUS Bulletin 1751F-643.
- 2.3.5.2. Bends and Sealing.** All bends between manholes shall be a minimum 40-foot radius with the sum of bends in all directions not exceeding a total of 90 degrees. Only one 90-degree bend shall be allowed between manholes. Ducts shall have bell ends and enter a manhole perpendicular to the surface of the wall through which it is entering. All ducts/innerducts entering manholes must be sealed. Universal duct plugs or removable putty sealants may be used. Upon completion of conduit sections, a test mandrel 1/4" (6.4mm) smaller than the inside diameter of the conduit shall be pulled through two diagonally opposite ducts to ensure proper alignment. In addition, all ducts shall be cleared of loose materials such as concrete, mud, dirt, stones, etc.

- 2.3.5.3. **Pull Rope.** All vacant ducts (or ducts with a single innerduct) shall be provided with a waterproof corrosion resistant pull rope for future cable installation. The pull rope shall extend into the manhole and be secured to the cable rack or pulling iron, etc.
- 2.3.5.4. **Utility Separation.** When communications ducts cross either power duct or buried power cable, maintain a minimum separation of 3 inches of concrete or 12 inches of well-tamped earth between the two or 12 inches of well tamped earth when parallel; for pipes (e.g., gas, water, oil) maintain 6 inches when crossing or 12 inches when parallel.
- 2.3.5.5. **Spacers and Tracer Wire.** Along the length of the duct run, if the ducts are installed by trenching, spacers shall be placed at an interval of four (4) spacers per 20 feet and cable warning tape shall be buried one (1) foot below the surface and shall follow the duct route. The tape shall be a minimum of three inches wide and orange in color with the appropriate warning message. At least one duct will have tracer wire embedded as part of its construction.
- 2.3.6. **Entrance Conduits into Existing Manholes.** When new entrance conduits/ducts or sleeves are required, the contractor shall bore and install the necessary holes and install the ducts or sleeves, if knockout doesn't exist. Penetration shall not be in such a location through the wall as to block use of existing ducts in the manhole. New ducts will be a minimum of 18 inches from either the manhole floor or ceiling, if practical. The minimum bending radius for entry conduit/ducts shall be no less than 10 times the inside diameter of the conduit. Ducts and openings around ducts shall be sealed to prevent moisture from entering the manholes.
- 2.3.7. **Excavation/Building Penetrations.** All wall penetrations, including inside buildings, shall be restored to meet the required base fire ratings.
- 2.3.8. **Conduit Bends or Sweeps.** Where a bend or sweep is placed in PVC nonmetallic duct bank between manholes, the duct bank must be encased in concrete with a minimum compressive strength of 17,225 kilopascal (kPa) [2500 pounds per square inch (psi)].
- 2.3.9. **Labeling.** The contractor shall label all equipment and cables they install in accordance with ANSI/TIA/EIA-606-A-2002 and as directed by the base communications organization. New ducts shall be permanently labeled on the wall of each building/manhole indicating the connecting building/manhole at the other end of the duct (for example, "To MH-200").
- 2.3.10. **Bonding.** Shield bonding connectors, bond bars, braids, ribbons, clamps, etc., shall be provided to maintain cable shield continuity at splices and at ground connections. Bonding connectors shall be provided IAW RUS Bulletin 1753F-803 (PE-33). Shields shall be grounded and continuous throughout the cable distribution system.
- 2.3.11. **Grounding.** The contractor shall ground new copper cable to the Telecommunication Main Ground Bus-Bar (TMGB), in or near the new service entrance box located on the outside of each building. The contractor is required to provide one 6" X 4" copper ground bar and ground it to the existing ground point in accordance with ANSI-J-607-A-2002, sections 5 and 6, unless a TMGB already exists.

2.3.12. Cable Terminations. Fiber optic cables shall be terminated by being fusion spliced to factory simplex pigtails with SC connectors. Intermediate cable splices should be minimized, and consist of fusion splices in a high quality re-enterable splice case. A dry type encapsulant shall be used to seal fiber splice cases.

2.4. Outside Plant Installation. This section describes the general outside plant installation. The sequence of installation is at the contractor's discretion.

2.4.1. Manhole and Duct System Installation.
N/A

2.4.2. Fiber Optic Cable Installation. Install outside plant fiber optic cable (FOC) as described below.

2.4.2.1. A 36-strand all-dielectric fiber optic cable shall be installed from building 4545 to PB 9406 located near the county lift station on the north end of the compound. The installation shall utilize the existing manhole and duct system from building 4545 to manhole SFG 27.

2.4.3 Sheath Limitations

If the OSP sheath distance from the building entrance point to the PET or FO connector housing location is greater than 50 cable feet (15 m), the use of EMT or a splice case with transition to riser-rated cable is required.

3 CONTRACTOR REQUIREMENTS

The contractor shall:

- Shall provide all personnel, equipment, tools, materials, supervision, and services necessary to perform this project.
- Order all supplies to complete the project that is already not Government Furnished.
- Store all supplies throughout the project.

4 TASKS

The contractor shall complete the following tasks during the project:

- Install 36-strand all-dielectric single mode fiber optic in locatable pipe as required to meet the scope of work.
- Coordinate with the base comm. Plans and Programs office.
- Test all cables that are installed under this project. Fiber optic cable shall be tested for dB loss end-to-end, bi-directionally through patch cables.
- Conduct a final walk-through/inspection with the base contracting rep, 96 CS Cable Maintenance rep and the 96 CS/SCXP rep. The contractor will fix any discrepancies identified in the walkthrough if needed.
- Provide an in-depth test plan to include standards being used, test equipment being used and other pertinent data as required by TIA/EIA standards and the Eglin AFB Cable and Wire Specifications, dated March 2013.

5 DELIVERABLES

The contractor agrees to the following deliverables:

- Provide all test results to the 96 CS Plans and Programs Flight rep. The test results provided to Plans and Programs rep should be delivered to the Cable Maintenance rep.
- All cables will be labeled and tagged IAW applicable standards and technical orders. Information on cable identifiers will be identified/provided by 96 CS/SCOW personnel. All cables will be grounded IAW applicable standards. Upon completion of the project, base layout drawings will be updated by the contractor and provided as a deliverable item on this contract. Updated drawings are to indicate GIS/GPS coordinates, cable path, cable designator and any other pertinent information as related to this installation.

6 PERIOD OF PERFORMANCE & COSTING:

N/A

7 PLACE OF PERFORMANCE

Building 4545, 7th SFG compound, North Gate of Eglin AFB, FL.

8 TRAVEL

Travel onto Eglin AFB to job locations will be the sole responsibility of the contractors and must not hinder the project's completion. Payment for travel will not be part of the contract if the contractor is in the local area.

9 CLASSIFICATION/SECURITY

Contractors are not required to have any security clearances but should meet the initial requirements in the Contractor Requirements section above.

10 GOVERNMENT FURNISHED PROPERTY

None.

11 WARRANTY

Once the project is complete and all work has been accepted, the contractor's obligation for the installation is complete and no further support is needed. The 96 CS will continue to provide all future technical support for any needed maintenance or repairs to the cabling that is installed from PB 5270 to Bldg 44 and PB 9406 to Bldg 4545. Any work required due to warranty on the fiber from PB 5270 to PB 9406 shall be accomplished by the county or their authorized communications contractor under the terms of the warranty. Any alteration, maintenance, or changes to the fiber between PB 5270 and PB 9406 by the Government will void the warranty.

12 PRINCIPLE POCS

96 CS/SCXP Contacts:

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13 PAYMENT SCHEDULE

The contractor will bill upon completion.

14 NON-PERSONAL SERVICES STATEMENT

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The base contracting representatives and the base communications representatives will all need to be present and perform the final inspection and acceptance of the completed work.

WD 05-3033 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

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.: 2005-3033
Revision No.: 13
Date Of Revision: 06/19/2013

State: Florida

Area: Florida Counties of Escambia, Okaloosa, Santa Rosa

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.12
01012 - Accounting Clerk II		15.84
01013 - Accounting Clerk III		17.72
01020 - Administrative Assistant		17.64
01040 - Court Reporter		17.18
01051 - Data Entry Operator I		10.89
01052 - Data Entry Operator II		12.29
01060 - Dispatcher, Motor Vehicle		14.08
01070 - Document Preparation Clerk		12.11
01090 - Duplicating Machine Operator		12.11
01111 - General Clerk I		11.37
01112 - General Clerk II		12.41
01113 - General Clerk III		13.92
01120 - Housing Referral Assistant		16.33
01141 - Messenger Courier		10.35
01191 - Order Clerk I		10.98
01192 - Order Clerk II		13.07
01261 - Personnel Assistant (Employment) I		14.24
01262 - Personnel Assistant (Employment) II		15.93
01263 - Personnel Assistant (Employment) III		17.77
01270 - Production Control Clerk		19.11
01280 - Receptionist		11.28
01290 - Rental Clerk		13.09
01300 - Scheduler, Maintenance		13.09
01311 - Secretary I		13.09
01312 - Secretary II		14.64
01313 - Secretary III		16.33
01320 - Service Order Dispatcher		12.45
01410 - Supply Technician		17.64
01420 - Survey Worker		12.91
01531 - Travel Clerk I		11.16
01532 - Travel Clerk II		11.93
01533 - Travel Clerk III		12.71
01611 - Word Processor I		12.69
01612 - Word Processor II		14.24
01613 - Word Processor III		15.93
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		21.33
05010 - Automotive Electrician		20.25
05040 - Automotive Glass Installer		19.43
05070 - Automotive Worker		18.80

05110 - Mobile Equipment Servicer	17.06
05130 - Motor Equipment Metal Mechanic	21.33
05160 - Motor Equipment Metal Worker	18.80
05190 - Motor Vehicle Mechanic	21.33
05220 - Motor Vehicle Mechanic Helper	15.93
05250 - Motor Vehicle Upholstery Worker	18.16
05280 - Motor Vehicle Wrecker	18.80
05310 - Painter, Automotive	20.25
05340 - Radiator Repair Specialist	18.80
05370 - Tire Repairer	13.79
05400 - Transmission Repair Specialist	21.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.59
07041 - Cook I	10.08
07042 - Cook II	11.82
07070 - Dishwasher	7.77
07130 - Food Service Worker	9.09
07210 - Meat Cutter	14.46
07260 - Waiter/Waitress	10.07
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.32
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	17.32
09090 - Furniture Refinisher Helper	13.62
09110 - Furniture Repairer, Minor	15.53
09130 - Upholsterer	17.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.37
11060 - Elevator Operator	9.37
11090 - Gardener	14.58
11122 - Housekeeping Aide	9.89
11150 - Janitor	9.89
11210 - Laborer, Grounds Maintenance	10.85
11240 - Maid or Houseman	8.86
11260 - Pruner	9.60
11270 - Tractor Operator	12.60
11330 - Trail Maintenance Worker	10.85
11360 - Window Cleaner	11.18
12000 - Health Occupations	
12010 - Ambulance Driver	15.59
12011 - Breath Alcohol Technician	16.21
12012 - Certified Occupational Therapist Assistant	22.78
12015 - Certified Physical Therapist Assistant	23.13
12020 - Dental Assistant	14.96
12025 - Dental Hygienist	29.32
12030 - EKG Technician	22.21
12035 - Electroneurodiagnostic Technologist	22.21
12040 - Emergency Medical Technician	15.59
12071 - Licensed Practical Nurse I	14.86
12072 - Licensed Practical Nurse II	16.86
12073 - Licensed Practical Nurse III	18.80
12100 - Medical Assistant	12.44
12130 - Medical Laboratory Technician	16.31
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	14.56
12210 - Nuclear Medicine Technologist	29.36
12221 - Nursing Assistant I	9.06
12222 - Nursing Assistant II	10.19
12223 - Nursing Assistant III	11.12
12224 - Nursing Assistant IV	12.48

12235 - Optical Dispenser	18.28
12236 - Optical Technician	13.43
12250 - Pharmacy Technician	16.44
12280 - Phlebotomist	12.48
12305 - Radiologic Technologist	22.15
12311 - Registered Nurse I	18.23
12312 - Registered Nurse II	22.30
12313 - Registered Nurse II, Specialist	22.30
12314 - Registered Nurse III	26.98
12315 - Registered Nurse III, Anesthetist	26.99
12316 - Registered Nurse IV	32.33
12317 - Scheduler (Drug and Alcohol Testing)	19.32
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.75
13012 - Exhibits Specialist II	25.72
13013 - Exhibits Specialist III	31.46
13041 - Illustrator I	20.75
13042 - Illustrator II	25.72
13043 - Illustrator III	31.46
13047 - Librarian	28.47
13050 - Library Aide/Clerk	10.99
13054 - Library Information Technology Systems Administrator	25.72
13058 - Library Technician	15.46
13061 - Media Specialist I	17.99
13062 - Media Specialist II	19.95
13063 - Media Specialist III	22.15
13071 - Photographer I	16.28
13072 - Photographer II	19.26
13073 - Photographer III	23.46
13074 - Photographer IV	27.60
13075 - Photographer V	33.38
13110 - Video Teleconference Technician	13.42
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.33
14042 - Computer Operator II	16.03
14043 - Computer Operator III	17.88
14044 - Computer Operator IV	19.86
14045 - Computer Operator V	21.99
14071 - Computer Programmer I	(see 1) 19.81
14072 - Computer Programmer II	(see 1) 24.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	14.33
14160 - Personal Computer Support Technician	19.86
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.64
15020 - Aircrew Training Devices Instructor (Rated)	34.65
15030 - Air Crew Training Devices Instructor (Pilot)	38.04
15050 - Computer Based Training Specialist / Instructor	28.53
15060 - Educational Technologist	27.32
15070 - Flight Instructor (Pilot)	38.04
15080 - Graphic Artist	22.25
15090 - Technical Instructor	20.31
15095 - Technical Instructor/Course Developer	24.85
15110 - Test Proctor	15.65
15120 - Tutor	15.65
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	8.56
16030 - Counter Attendant	8.56
16040 - Dry Cleaner	10.32
16070 - Finisher, Flatwork, Machine	8.56
16090 - Presser, Hand	8.56
16110 - Presser, Machine, Drycleaning	8.56
16130 - Presser, Machine, Shirts	8.56
16160 - Presser, Machine, Wearing Apparel, Laundry	8.56
16190 - Sewing Machine Operator	10.91
16220 - Tailor	11.51
16250 - Washer, Machine	9.11
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.79
19040 - Tool And Die Maker	21.56
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.20
21030 - Material Coordinator	19.11
21040 - Material Expediter	19.11
21050 - Material Handling Laborer	11.08
21071 - Order Filler	11.76
21080 - Production Line Worker (Food Processing)	14.20
21110 - Shipping Packer	13.39
21130 - Shipping/Receiving Clerk	13.39
21140 - Store Worker I	10.97
21150 - Stock Clerk	15.84
21210 - Tools And Parts Attendant	14.20
21410 - Warehouse Specialist	14.20
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.98
23021 - Aircraft Mechanic I	22.79
23022 - Aircraft Mechanic II	23.98
23023 - Aircraft Mechanic III	25.17
23040 - Aircraft Mechanic Helper	16.58
23050 - Aircraft, Painter	20.12
23060 - Aircraft Servicer	18.90
23080 - Aircraft Worker	19.98
23110 - Appliance Mechanic	17.79
23120 - Bicycle Repairer	13.79
23125 - Cable Splicer	23.44
23130 - Carpenter, Maintenance	17.79
23140 - Carpet Layer	16.85
23160 - Electrician, Maintenance	18.73
23181 - Electronics Technician Maintenance I	23.61
23182 - Electronics Technician Maintenance II	25.31
23183 - Electronics Technician Maintenance III	27.02
23260 - Fabric Worker	15.95
23290 - Fire Alarm System Mechanic	18.73
23310 - Fire Extinguisher Repairer	14.98
23311 - Fuel Distribution System Mechanic	18.73
23312 - Fuel Distribution System Operator	15.83
23370 - General Maintenance Worker	16.85
23380 - Ground Support Equipment Mechanic	22.79
23381 - Ground Support Equipment Servicer	18.90
23382 - Ground Support Equipment Worker	19.98
23391 - Gunsmith I	13.78
23392 - Gunsmith II	16.15
23393 - Gunsmith III	18.49
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.67

23430 - Heavy Equipment Mechanic	18.25
23440 - Heavy Equipment Operator	18.73
23460 - Instrument Mechanic	18.73
23465 - Laboratory/Shelter Mechanic	16.50
23470 - Laborer	11.08
23510 - Locksmith	17.79
23530 - Machinery Maintenance Mechanic	23.23
23550 - Machinist, Maintenance	18.73
23580 - Maintenance Trades Helper	13.99
23591 - Metrology Technician I	18.73
23592 - Metrology Technician II	19.67
23593 - Metrology Technician III	20.65
23640 - Millwright	18.73
23710 - Office Appliance Repairer	17.79
23760 - Painter, Maintenance	17.79
23790 - Pipefitter, Maintenance	18.73
23810 - Plumber, Maintenance	17.79
23820 - Pneudraulic Systems Mechanic	18.73
23850 - Rigger	18.73
23870 - Scale Mechanic	16.85
23890 - Sheet-Metal Worker, Maintenance	18.73
23910 - Small Engine Mechanic	16.85
23931 - Telecommunications Mechanic I	23.87
23932 - Telecommunications Mechanic II	25.09
23950 - Telephone Lineman	19.24
23960 - Welder, Combination, Maintenance	18.73
23965 - Well Driller	18.92
23970 - Woodcraft Worker	18.73
23980 - Woodworker	14.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.53
24580 - Child Care Center Clerk	11.89
24610 - Chore Aide	8.97
24620 - Family Readiness And Support Services Coordinator	10.71
24630 - Homemaker	13.21
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.49
25040 - Sewage Plant Operator	17.85
25070 - Stationary Engineer	18.49
25190 - Ventilation Equipment Tender	13.80
25210 - Water Treatment Plant Operator	17.85
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.26
27007 - Baggage Inspector	11.94
27008 - Corrections Officer	18.33
27010 - Court Security Officer	18.33
27030 - Detection Dog Handler	13.44
27040 - Detention Officer	18.33
27070 - Firefighter	17.75
27101 - Guard I	11.94
27102 - Guard II	13.44
27131 - Police Officer I	18.88
27132 - Police Officer II	20.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.78
28042 - Carnival Equipment Repairer	10.49
28043 - Carnival Equipment Worker	8.17
28210 - Gate Attendant/Gate Tender	12.96
28310 - Lifeguard	12.54
28350 - Park Attendant (Aide)	14.50

28510 - Recreation Aide/Health Facility Attendant	11.43
28515 - Recreation Specialist	14.75
28630 - Sports Official	10.76
28690 - Swimming Pool Operator	14.54
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.22
29020 - Hatch Tender	20.22
29030 - Line Handler	20.22
29041 - Stevedore I	19.04
29042 - Stevedore II	21.22
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	14.29
30022 - Archeological Technician II	15.37
30023 - Archeological Technician III	21.13
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	23.18
30061 - Drafter/CAD Operator I	16.72
30062 - Drafter/CAD Operator II	18.70
30063 - Drafter/CAD Operator III	20.86
30064 - Drafter/CAD Operator IV	25.38
30081 - Engineering Technician I	14.15
30082 - Engineering Technician II	15.88
30083 - Engineering Technician III	17.77
30084 - Engineering Technician IV	22.01
30085 - Engineering Technician V	26.93
30086 - Engineering Technician VI	32.58
30090 - Environmental Technician	20.67
30210 - Laboratory Technician	21.04
30240 - Mathematical Technician	23.18
30361 - Paralegal/Legal Assistant I	17.07
30362 - Paralegal/Legal Assistant II	21.15
30363 - Paralegal/Legal Assistant III	25.88
30364 - Paralegal/Legal Assistant IV	31.30
30390 - Photo-Optics Technician	23.18
30461 - Technical Writer I	21.21
30462 - Technical Writer II	25.94
30463 - Technical Writer III	31.38
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)	20.86
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.18
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.77
31030 - Bus Driver	14.07
31043 - Driver Courier	11.57
31260 - Parking and Lot Attendant	8.59
31290 - Shuttle Bus Driver	13.34
31310 - Taxi Driver	10.84
31361 - Truckdriver, Light	13.34
31362 - Truckdriver, Medium	13.85
31363 - Truckdriver, Heavy	14.23
31364 - Truckdriver, Tractor-Trailer	14.23
99000 - Miscellaneous Occupations	
99030 - Cashier	8.61

99050 - Desk Clerk	9.47
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	10.88
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	23.44
99410 - Pest Controller	15.40
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	13.55
99711 - Recycling Specialist	15.19
99730 - Refuse Collector	12.09
99810 - Sales Clerk	12.37
99820 - School Crossing Guard	11.08
99830 - Survey Party Chief	17.08
99831 - Surveying Aide	9.28
99832 - Surveying Technician	15.53
99840 - Vending Machine Attendant	12.43
99841 - Vending Machine Repairer	14.99
99842 - Vending Machine Repairer Helper	12.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 7 years, and 4 weeks after 11 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.