

2. Contract No.	3. Award/Effective Date	4. Order Number	5. Solicitation Number W52P1J-04-R-0014	6. Solicitation Issue Date 2003NOV14
7. For Solicitation Information Call: 	A. Name CPT MATTHEW S. HODGE		B. Telephone Number (No Collect Calls) (309)782-5586	8. Offer Due Date/Local Time 2003DEC01 11:30am

9. Issued By HQ AFSC AMSPS-CCF-A ROCK ISLAND, IL 61299-6000  BLDG 350 ADDRESS OFFERS TO: HQ, ARMY FIELD SUPPORT COMMAND SJMFS-CCA BLDG 390, BASEMENT, NW CORNER ROCK ISLAND, IL 61299-6500  e-mail: HODGEM@OSC.ARMY.MIL	Code	W52P1J	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:	11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)	12. Discount Terms
				13b. Rating DOS1	
				14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. Deliver To SEE SCHEDULE	Code		16. Administered By	Code	
Telephone No.					

17. Contractor/Offeror	Code		Facility		18a. Payment Will Be Made By	Code	
Telephone No.							

<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
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19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE  (Attach Additional Sheets As Necessary)				

25. Accounting And Appropriation Data	26. Total Award Amount (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.	<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda	<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.

28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.	29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:
--	--

30a. Signature Of Offeror/Contractor	31a. United States Of America (Signature Of Contracting Officer)		
30b. Name And Title Of Signer (Type Or Print)	30c. Date Signed	31b. Name Of Contracting Officer (Type Or Print)	31c. Date Signed

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	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			42b. Received At (Location)		
41c. Date			42c. Date Recd (YYMMDD)	42d. Total Containers	

**CONTINUATION SHEET****Reference No. of Document Being Continued**

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**Name of Offeror or Contractor:**

## SUPPLEMENTAL INFORMATION

The contractor shall provide, by lease or rental, twelve Four-Wheel Drive commercial-type vehicles for the exclusive use of the United States Army Material Command (USAMC) LAP (Logistics Assistance Program) personnel who support unit rotational training at NTC, Fort Irwin, CA. The vehicles must be available for pick up and return 24/7 at McCarran Intl. Airport, Las Vegas NV in accordance with the attached statement of work.

Evaluation Criteria are listed in Clause 52.212-2 below.

All offerers will respond with the following information:.

1. Price per month of rental/lease of the 12 vehicles. Price to the government remains the same whether the vehicles are used or not.
2. A 1-3 paragraph statement on how you intend to meet the requirements listed in paragraph 3 of the Statement of Work. As a minimum please answer the following questions:
  - a. When someone flies into McCarran International Airport whom will they call or what desk at the airport must they check into? What about after hours/holidays?
  - b. How far approximately is the agency from the airport?
  - c. What is the process if there is a breakdown of providing a replacement vehicle?
  - d. How soon after the vehicle is dropped off can it be washed/inside cleaned and serviced(oil change etc.) to be reissued to the next individual?
3. Responses to 52.212-3 below shall be filled in and returned with the offer

All responses must be to this office either by fax or email by 1130 hours, 1 December 2003 November. An award will be made no later than 8 December with a possible site visit from 3-5 December. Period of contract performance begins February 1st, 2004.

CPT Matthew S. Hodge, Contract Specialist  
hodgem@osc.army.mil  
FAX (309) 782-4903  
Phone (309) 782-5586

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: SUV VEHICLES                      SECURITY CLASS: Unclassified</p> <p>CLIN CONTRACT TYPE:                      Firm-Fixed-Price                      PRON: M24QP354WR PRON AMD: 01                      AMS CD: 42301211000</p> <p>Rental or lease of 12 sport utility vehicles                      Firm Fixed Price IAW the SOW; Attachment 1.                      Period of Performance 2004FEB01 to 2005JAN31.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-JAN-2005</td> </tr> </table> <p>\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JAN-2005		MO		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-JAN-2005												
0002	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: RENTAL/LEASE REPAIRS                      SECURITY CLASS: Unclassified</p> <p>CLIN CONTRACT TYPE:                      Cost Contract                      PRON: M24QP354WR PRON AMD: 01                      AMS CD: 42301211000</p> <p>Repair of vehicles for other than fair wear and                      tear.                      Period of Performance: 2004FEB01 to 2005JAN31.                      Invoices for repairs shall identify driver,                      organization, vehicle, date.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p>		EA		\$ _____									







Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0008	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: REPAIRS OPTION YEAR 3                      SECURITY CLASS: Unclassified</p> <p>CLIN CONTRACT TYPE:                      Cost Contract</p> <p>PRON: M24QP354WR PRON AMD: 01                      AMS CD: 42301211000</p> <p>Repair of vehicles for other than fair wear and tear.                      Period of Performance: 2007FEB01 to 2008JAN31.                      Invoices for repairs shall identify driver, organization, vehicle, date.</p> <p>(End of narrative B002)</p> <p><u>Inspection and Acceptance</u>                      INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td> <td></td> <td>PERF COMPL</td> </tr> <tr> <td><u>REL CD</u></td> <td><u>QUANTITY</u></td> <td><u>DATE</u></td> </tr> <tr> <td>001</td> <td>0</td> <td>31-JAN-2008</td> </tr> </table> <p>\$</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JAN-2008		EA		\$ _____
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	31-JAN-2008												

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**Name of Offeror or Contractor:**

## CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	MAY/2002

\*\*\*

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

- \_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (ii) Alternate I to 52.219-5.
  - (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- \_\_\_(7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (ii) Alterante I of 52.219-23.
- \_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- x (12) 52.222-26, Equal Opportunity (E.O. 11246).
- \_\_\_(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligilble Veterans (38 U.S.C. 4212).
- \_\_\_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_\_\_(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(1) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
  - (17)(11) Alternate 1 of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
  - \_\_\_ (18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a - 10d).
  - \_\_\_(19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
    - (ii) Alternate I of 52.225-3.
    - (iii) Alternate II of 52.225-3.
- \_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13 Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_\_\_x\_(24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
  - (28)(ii) Alternate I of 52.247-64.

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

- \_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). [Subcontracts for certain commercial

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**Name of Offeror or Contractor:**

services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006.

- \_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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) (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).\_\_\_\_\_

\*\*\*

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

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF7079)

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**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	STATEMENT OF WORK	03-NOV-03	003	DATA

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**Name of Offeror or Contractor:**

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS	JUL/2002
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(b) Taxpayer identification number (TIN) (26 U.S.C.6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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(b)(3) Taxpayer Identification Number (TIN).

 TIN: \_\_\_\_\_ TIN has been applied for. TIN is not required because:

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

 Offeror is an agency or instrumentality of a foreign government; Offeror is an agency or instrumentality of a Federal government.

(4) Type of organization.

 Sole proprietorship Partnership; Corporate entity (not tax-exempt); Corporate entity (tax-exempt); Government entity (Federal, State, or local); Foreign Government International organization per 26 CFR 1.6049-4; Other

(5) Common Parent.

 Offeror is not owned or controlled by a common parent: Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

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

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

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

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

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

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquirer threshold. THIS ACTION DOES NOT EXCEED THRESHOLD.

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

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

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry

**Name of Offeror or Contractor:**

Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

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

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

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

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

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) DOES NOT APPLY

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

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

(ii) It ( ) is, ( ) is not a joint venture that com/oi'es with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [ The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: ].

(d) Representations required to implement provisions of Executive Order 11246-(1) Previous Contracts and Compliance. The offeror represents that-

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) DOES NOT APPLY

(g) DOES NOT APPLY

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

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

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

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

(i) DOES NOT APPLY

(End of Provision)

(KF7016)

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**Name of Offeror or Contractor:**

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EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.212-2 EVALUATION--COMMERCIAL ITEMS	JAN/1999
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(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- 1) technical capability of the offerer to meet the Government requirement;
- 2) price.

Evaluation factors are listed in order of importance. The contract will be awarded based on the best value for the government and not necessarily based on lowest price.

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(End of Provision)

(MF6027)

ATTACHMENT 01

STATEMENT OF WORK  
CONTRACT FOR LOGISTICS ASSISTANCE PROGRAM (LAP) PERSONNEL  
VEHICULAR SUPPORT - NATIONAL TRAINING CENTER (NTC)

C.1.0 SCOPE. The contractor shall provide, by lease or rental, twelve Four-Wheel Drive commercial-type vehicles for the exclusive use of the United States Army Material Command (USAMC) LAP (Logistics Assistance Program) personnel who support unit rotational training at NTC, Fort Irwin, CA. The vehicles must be available for pick up and return 24/7.

C.2.0 BACKGROUND. The mission emanates from the USAMC Logistics Assistance Program requirement to provide vehicular support to AMC LAP personnel who support their deploying units undergoing rotational training at the NTC. Off-the Road Four-Wheel Drive commercial-type vehicles are necessary to effectively and efficiently accomplish the support mission. The USAMC Major Command (MACOM) Logistic Assistance Division Chiefs and AMC-Forward Commanders agree that twelve is the minimum number for performance of the mission. Four-Wheel Drive Sport Utility Vehicle (SUVS) will suffice to fill this vehicular requirement.

C.3.0. REQUIREMENTS

C.3.1 Number and Type Vehicles Required. Twelve, Four-Wheel, commercial type with standard accessory package that includes Power Steering, Power Brakes, Automatic Transmission and Air Conditioning. The vehicles must be of 4-door design capable of seating two adults in front and 3 adults in the rear passenger seats. The cargo area must be at least 40 Cubic Feet of enclosed space separate from the passenger area.

C.3.2 Color. White color is desirable; however, any light colored vehicle is acceptable. Bright colored vehicles are prohibited from entering the NTC training areas; therefore, they are unacceptable.

C.3.3 Special Vehicle Requirements. V6/V8 Engine with Heavy Duty Suspension; skid plates to protect the under carriage; and Heavy Duty Tires for Cross-Country Travel. Vehicles must travel over rough desert terrain, off hard surfaced roads. Lease to include the standard maintenance package, which includes such things as scheduled services, tire replacement if necessary, and repair of flat tires. A full size heavy-duty spare tire is required for each vehicle.

C.3.4 Location of Vehicle Requirements. All vehicles are to be kept at the Las Vegas (McCarran) International Airport or close proximity to the airport to facilitate the 30 minute pick up time limit.

C.3.5 Vehicle Distribution. Breakout of the twelve vehicles by USAMC Major Subordinate Commands are: Aviation and Missile Command (AMCOM) - four, Communications and Electronics Command (CECOM) - three, Tank and Automotive Command (TACOM) - three, AMC-CONUS - two. The Contracting Officers Representative will be responsible for ensuring the contractor is informed of the names of the individuals authorized to sign for the vehicles. The contractor shall in turn ensure only authorized personnel sign for the vehicles.

C.3.6 Personnel Pick-Up and Drop-Off Service. The contractor shall provide pick-up and drop-off service to LAP personnel within 30 minutes of notification of their arrival at Las Vegas McCarran International Airport. Drop-Off service to the McCarran International Airport will be provided to the LAP personnel once the vehicles are turned in to the contractors facility and administrative processing has been completed.

C.3.7 Vehicle Mileage. The contractors leasing estimate will include 3500 miles use per month per vehicle. Excess mileage will be charged at a rate that is mutually agreeable to both parties concerned.

C.4.0 SPECIAL PROVISIONS/REQUIREMENTS

C.4.1 Fuel. Vehicles shall be full of fuel when leased to the Government. Refueling of the vehicle, upon return, is the responsibility of the contractor and the cost thereof included in the lease charge.

C.4.2 Vehicle Availability. The contractor shall arrange for the vehicles to be available for use 24 hours per day, seven days a week. The contractor shall provide all vehicles, parts and labor required to furnish vehicles for use by the authorized AMC LAP personnel. Contractor is responsible for having all twelve vehicles for use at all times.

C.4.3 Exclusive Use. The twelve 4-Wheel Drive Commercial Type Vehicles will be for the exclusive use of our authorized USAMC LAP personnel.

C.4.4 License Plates. The contractor shall maintain license plates registered to the contractor for all vehicles.

C.4.5 The contractor shall clean the interior and exterior of the vehicle prior to each vehicle issue. Cleaning shall be to commonly

accepted commercial standards for rental vehicles.

#### C.5.0 INSPECTIONS

C.5.1 Joint Inspection. A joint inspection between the contractor and the Government representative (LAP personnel) shall be accomplished at the time of pick up and/or drop off of all vehicles. The contractor shall be responsible for annotating all damages at the time of the joint inspection on a vehicle checklist provided by the contractor. A copy of the report shall be furnished to the Government representative upon completion of the joint inspection, who will in turn, furnish a copy to the contracting officer. The contractor will ensure all names/titles on the inspection forms are legible. The Government will not be responsible for any damages incurred after the final joint inspection has been accomplished.

C.5.2 Vehicle Orientation. The contractor shall be responsible for providing each operator with vehicle orientation at the time of pick up (or delivery) before the vehicle is released to the operator. Orientation will include, but is not limited to location/operation of wiper switch, light switch, air conditioning, heater switches/controls and four-wheel drive operations.

#### C.6.0 ACCIDENTS OR REPAIRS

C.6.1 Accident(s). In the event of an accident or if repairs become necessary the Government will immediately notify the contractor and request a replacement vehicle. The replacement must be the same type of vehicle as that which is replaced and must meet the same minimum criteria outlined in paragraph C.3.1, C.3.2, and C.3.3 above. Repair of the vehicle includes such things as vehicle parts failure, repair of flat tires or tire replacement and minor miscellaneous repairs, which impair the operation of the vehicle (see CLINs 0002 and 0004).

C.6.2 Replacement Vehicles. The contractor shall deliver replacement vehicles up to a 250-mile radius from pick-up point of replaced vehicle at no additional charge to the Government.

C.7.0 CLAIMS. Any claim arising from damages to vehicles shall be filed with the Contracting Officer within ten (10) days of issued delivery order termination date. The contractor shall submit an estimate from an automotive repair shop, other than the contractors own shop, that is normally engaged on a regular basis in the type of repair required. The Government reserves the right to request a second estimate for repair from a different repair shop should it is deemed necessary to exercise that right. The Government may select which of the two estimates for repair shall be used and its liability shall be limited to the estimate selected. Any expense in obtaining the estimates shall be paid by the contractor without any expense to the Government. The Government shall not be held liable for fair wear and tear. In the event a vehicle is damaged so severely that the repair cost exceeds the wholesale book value of the vehicle, the Governments Maximum liability shall be limited to the wholesale book value of the vehicle. This paragraph shall have control over any other conflicting paragraph contained within the solicitation and/or resultant contract.

C.8.0 LIABILITY. The Government is responsible for loss or damage to (1) leased vehicles except for normal wear and tear and loss or damage caused by sole negligence of Lessor and (2) property of third persons, or the injury or death of third persons. The government shall be liable for, and shall indemnify and hold Lessor harmless, for any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys fees and expenses) which Lessor may incur as a result of, or in connection with the use, operation or condition of any vehicle.

C.9.0 PERIOD OF PERFORMANCE. The period of performance shall be for a period of twelve months from the date of contract award. An option for an additional 1 to 3 years is included.

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## SECTION I - CONTRACT CLAUSES

CHANGED IF7079 52.212-5 01-MAY-2002 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS

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(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

- \_\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- \_\_\_(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (ii) Alternate I to 52.219-5.
  - (iii) Alternate II to 52.219-5.
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2)and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
- \_\_\_(7) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (ii) Alterante I of 52.219-23.
- \_\_\_(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- x (12) 52.222-26, Equal Opportunity (E.O. 11246).
- \_\_\_(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- \_\_\_(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- \_\_\_(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17)(1) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
  - (17)(11) Alternate 1 of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_ (18) 52.225-1, Buy American Act - Supplies (41 U.S.C. 10a - 10d).
- \_\_\_(19)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act-Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
  - (ii) Alternate I of 52.225-3.
  - (iii) Alternate II of 52.225-3.
- \_\_\_(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13 Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- \_\_\_(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- \_\_\_(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- \_x\_(24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_(28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (28)(ii) Alternate I of 52.247-64.

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

- \_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). [Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-00006.
- \_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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) (29

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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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).\_\_\_\_\_

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

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

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

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF7079)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

CHANGED KF7016 52.212-3 01-JUL-2002 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS

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

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(b)(3) Taxpayer Identification Number (TIN).

( ) TIN:\_\_\_\_\_

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

( ) Offeror is an agency or instrumentality of a Federal government.

(4) Type of organization.

( ) Sole proprietorship

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

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

( ) Foreign Government

( ) International organization per 26 CFR 1.6049-4;

( ) Other

(5) Common Parent.

( ) Offeror is not owned or controlled by a common parent:

( ) Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

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

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

(2) Veteran-Owned small business concern. [Complete only if the offeror represented itself as a small business

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concern in paragraph (c)(1) of this provision.] The offeror represents as a part of its offer that it is ( ) is not ( ) a veteran-owned small business concern.

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

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

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

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquirer threshold. THIS ACTION DOES NOT EXCEED THRESHOLD.

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

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

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

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

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

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

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

Number of Employees	Average Annual Gross Revenues
___ 50 or fewer	___ \$1 million or less
___ 51-100	___ \$1,000,001-\$2 million
___ 101-250	___ \$2,000,001-\$3.5 million
___ 251-500	___ \$3,500,001-\$5 million
___ 501-750	___ \$5,000,001-\$10 million
___ 751-1,000	___ \$10,000,001-\$17 million
___ Over 1,000	___ Over \$17 million

(9) DOES NOT APPLY

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

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

(ii) It ( ) is, ( ) is not a joint venture that com/plies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [ The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_ ].

(d) Representations required to implement provisions of Executive Order 11246-(1) Previous Contracts and Compliance. The offeror represents that-

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

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

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

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

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of

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the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) DOES NOT APPLY

(g) DOES NOT APPLY

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

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

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

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

(i) DOES NOT APPLY

(End of Provision)

(KF7016)

#### SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED MF6027 52.212-2 01-JAN-1999 EVALUATION--COMMERCIAL ITEMS

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

- 1) technical capability of the offeror to meet the Government requirement;
- 2) price.

Evaluation factors are listed in order of importance. The contract will be awarded based on the best value for the government and not necessarily based on lowest price.

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(End of Provision)

(MF6027)