

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 48						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912CM-10-T-0293						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CAROL VICKERS			b. TELEPHONE NUMBER (No Collect Calls) 0631-411-5156		6. SOLICITATION ISSUE DATE 12-Aug-2010					
9. ISSUED BY 409TH CSB/ECC-E ATTN: CCEC-EUC KONRAD-ADENAUER-RING 39 D-65187 WIESBADEN TEL: FAX:		CODE W912CM		10. THIS ACQUISITION IS ☒ UNRESTRICTED ☐ SET ASIDE: % FOR ☐ SB ☐ HUBZONE SB ☐ 8(A) ☐ SVC-DISABLED VET-OWNED SB ☐ EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS				
						☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)						
						13b. RATING						
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP						
15. DELIVER TO HQ, US AFRICA COMMAND JACKIE L. PINKSTON CMR 489, BOX 1253 APO AE 09751 TEL: 421-2647 FAX:		CODE W90QVA		16. ADMINISTERED BY CODE								
17a. CONTRACTOR/OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE								
TEL.		FACILITY CODE										
☐ 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 ☐ SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED												
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE ☐ OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)						
						TEL: EMAIL:						

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 48	
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 ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ 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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (<i>Print</i>)			
			42b. RECEIVED AT (<i>Location</i>)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Outreach: Technical FFP Technical Support for the Outreach Office. Perform services in accordance with paragraph 4 of the PWS. The contractor shall provide two (2) full-time equivalents (FTE) to perform the services in accordance with PWS. Unit of issue is for two (2) FTE for one (1) Month. FOB: Destination	5	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	HCO: Sponsorship Program Manager FFP Technical Support for the Headquarters Commandant Office. Perform services in accordance with paragraph 5.2 of the PWS. The contractor shall provide one (1) full-time equivalent (FTE) to perform the services in accordance with the PWS. Unit of issue is for 1 FTE for 1 Month. FOB: Destination	5	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	HCO: Sponsorship Program Technical FFP Technical Support for the Headquarters Commandant Office. Perform services in accordance with paragraph 5.3 of the PWS. The contractor shall provide one (1) full-time equivalent (FTE) to perform the services in accordance with the PWS. Unit of issue is for 1 FTE for 1 Month. FOB: Destination	5	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Public Affairs: Social Media FFP Technical Support for the Public Affairs Office. Perform services in accordance with paragraph 7 of the PWS. The contractor shall provide two (2) full-time equivalent (FTE) to perform the services in accordance with the PWS. Unit of issue is for 2 FTE for 1 Month. FOB: Destination	5	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Monetary Value		

TRAVEL

COST

In support of the above CLINs in accordance with the PWS paragraph 1.5.5. Travel under this CLIN will be directed and approved by teh KO/COR and will be funded as a separate reimbursable line item. When travel is required, the Government will reimburse the contract for actual incurred costs, not to exceed the prescribed Joint Travel Regulations (JTR) rates.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500		1	Data Records		

CONTRACT MANPOWER REPORTING

FFP

Every services contract requires the Contract to input certain contract-related data into a secure database, located at teh following website: <https://cmra.army.mil/>. The reporting period for this data input is the period of performance from date of award (and/or task order issuance) through 30 September of each calendar year (but not to exceed 12 months in any report). The report must be completed by 31 October of each calendar year. Assistance with data input should be direct to the requiring activity, identified herin.

FOB: Destination

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7501		1	Data Records		

CONTRACT MANPOWER REPORTING FFP

Every services contract requires the Contract to input certain contract-related data into a secure database, located at the following website: <https://cmra.army.mil/>. The reporting period for this data input is the period of performance from date of award (and/or task order issuance) through 30 September of each calendar year (but not to exceed 12 months in any report). The report must be completed by 31 October of each calendar year. Assistance with data input should be direct to the requiring activity, identified herein.
FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
7500	Destination	Government	Destination	Government
7501	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-SEP-2010 TO 31-JAN-2011	N/A	HQ, US AFRICA COMMAND JACKIE L. PINKSTON CMR 489, BOX 1253 APO AE 09751 421-2647 FOB: Destination	W90QVA

0002	POP 01-SEP-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90QVA
0003	POP 01-SEP-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90QVA
0004	POP 01-SEP-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90QVA
0005	POP 01-SEP-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90QVA
7500	POP 01-SEP-2010 TO 30-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90QVA
7501	POP 01-OCT-2010 TO 31-JAN-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90QVA

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items MAR 2009

ADDENDUM TO 52.212-4

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for Acquisition of Commercial Items, FAR 52.212-4 is tailored, as shown below, to reflect the special terms and conditions unique to this contract.

Paragraph (g) Invoice is amended to incorporate paragraph (g)(3) as follows:

(g) *Invoice.*

(3) The following clause is incorporated herein:

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA MAR 2005
ELECTRONIC FUNDS TRANSFER

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

- ☐ SWIFT CODE
 - ☐ BLZ or BANK ROUTING NUMBER
 - ☐ ACCOUNT NUMBER
 - ☐ BANK NAME
 - ☐ International Bank Account Number (IBAN) (If Applicable) ---
- (End of clause)

Paragraph (k) Taxes is amended as follows:

(k) *Taxes.* The following clauses are incorporated herein.

(1) **52.229-6 TAXES-FOREIGN FIXED-PRICE CONTRACTS JUN 2003**

(2) **252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES JUN 1997**

(3) **252-229-7001 TAX RELIEF JUN 1997**

NAME OF TAX: _____ (*Offeror insert*) RATE (PERCENTAGE): _____ (*Offeror insert*)

Paragraph (v) All other applicable clauses, terms, and conditions, is added as follows:

(v) *All other applicable clauses, terms, and conditions.* The following is a list of additional clauses that apply to this procurement:

- | | | | |
|------|--|--|-----------------|
| (1) | 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | AUG 2000 |
| (2) | 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | SEP 2007 |
| | (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201. | | |
| | (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. | | |
| | (End of Clause) | | |
| (3) | 52.228-4 | WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | APR 1984 |
| (4) | 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: http://farsite.hill.af.mil | | |
| | (End of Clause) | | |
| (5) | 252.222-7002 | COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) | JUN 1997 |
| (6) | 252.225-7040 | CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES | JUL 2009 |
| (7) | 252.225-7041 | CORRESPONDENCE IN ENGLISH | JUN 1997 |
| (8) | 252.225-7042 | AUTHORIZATION TO PERFORM | APR 2003 |
| (9) | 252.225-7043 | ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES | MAR 2006 |
| (10) | 252.229-7002 | CUSTOMS EXEMPTIONS | JUN 1997 |
| (11) | 252.232-7008 | ASSIGNMENT OF CLAIMS (OVERSEAS) | JUN 1997 |
| (12) | 252.232-7010 | LEVIES ON CONTRACT PAYMENTS | DEC 2006 |
| (13) | 252.233-7001 | CHOICE OF LAW (OVERSEAS) | JUN 1997 |
| (14) | 252.237-7019 | TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES | SEP 2006 |
| (15) | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) | JAN 2009 |
| (16) | CCE 204-4000 | U.S. AND HOST NATION HOLIDAYS | MAR 2005 |

US Holidays: Work shall not be performed on U.S. holidays occurring during the normal workweek. When a U.S. holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

Host Nation Holidays: Work shall be performed on local Host Nation* holidays occurring during the normal workweek. * Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:

New Year's Day	January 1st	M L King Memorial Day	3d Monday in January
Presidents' Day	3d Monday in February	Memorial Day	last Monday in May
Independence Day	July 4th	Labor Day	1st Monday in September
Columbus Day	2d Monday in October	Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November	Christmas Day	December 25th

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	varies yearly
Easter Monday	varies yearly
Labor Day	01 May
Ascension Day	varies yearly
Whit Monday	varies yearly
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen, Nordrhein-Westphalia, Rhineland-Palatinate, and Saarland)	varies yearly
Assumption Day (Only in Saarland and Roman Catholic areas of Bavaria)	15 August
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria, Nordrhein-Westphalia, Rhineland-Palatinate, and Saarland)	01 November
1st Christmas	25 December
2nd Christmas Day	26 December
(End of local clause)	

(17) CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY MAR 2005

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above. Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.
(End of local clause)

(18) CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS

MAR 2005

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.ecc-e.army.mil/> under the library link

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:
****WILL BE COMPLETED AT TIME OF AWARD.****

Organizational Sponsor:

Location:

DSN Phone No:

Installation Access Control Office:

Location:

DSN Phone No:

(End of local clause)

Building No:

Commercial Phone No:

Building No:

Commercial Phone No:

(19) CCE 237-4000 CONTRACTOR IDENTIFICATION REQUIREMENT

MAR 2005

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious are required to identify themselves as such to avoid being mistaken for Government officials. Contractors performing work at Government workplaces will provide their employees with an easily readable identification (ID) badge indicating the employee's name, the contractor's name, the functional area of assignment, and a recent color photograph of the employee. Contractors shall require their employees wear the ID badges visibly when performing work at Government workplaces. Contractor personnel must also ensure that all e-mails, documents or reports they produce are suitably marked as contractor products or that contractor participation is appropriately disclosed.

(End of local clause)

(End of Addendum)

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2010)

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

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

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

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

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

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (7) [Reserved].

☐ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (9)(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.

☐ (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

- ___ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- ___ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (14)(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.
- ___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- ___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ___ (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ___ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ___ (23) 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).
- ___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29

U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (27) (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.)

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (29)(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. .

___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (36) 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))

___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (42)(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) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 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 (May 2004) (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 \$550,000 (\$1,000,000 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 (June 1998) (29 U.S.C. 793).

(vii) Reserved.

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

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

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

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

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

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

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

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2010)

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

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

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

(1) ☒ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ☒ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3) ☐ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4) ☐ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(5) ____ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

(9) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(10) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(11))(i) ____ 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (SEP 2008)

(12) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(13) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(14)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUL 2009) of 252.225-7036.

(15) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(16) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(17) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(18) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(19) _X_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(20) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

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

(22) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

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

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

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

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

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

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

(1) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(2) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUL 2009) (Section 884 of Public Law 110-417).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT FOR TECHNICAL SUPPORT CONTRACT FOR THE OFFICE OF SHARED SERVICES

1. GENERAL INFORMATION

1.1. Description of Services. The contractor shall provide all personnel, supervision, transportation, equipment, tools, materials, and other items and non-personal services necessary to perform the technical support tasks defined in this Performance Work Statement (PWS). The contractor shall perform to the standards in this contract.

1.2. Background. This Performance Work Statement describes the requirements for the contractor to provide Technical Support Tasks, to include the integration and analysis of documentation, and support services necessary to support US Africa Command (AFRICOM) and its components.

1.3. Scope. The Contractor shall support all programs with disciplines consistent with AFRICOM's roles and responsibilities. Technical functions in support of AFRICOM's Directorate for Outreach, the Headquarters Commandant's Office, and Public Affairs Office in Stuttgart, Germany. The Contractor shall support the AFRICOM mission by providing specialized expertise and recommendations in specific subject areas. The Contractor shall perform support tasks that require knowledge of federal, state, and/or local regulations and statutes, U.S. Army and Department of Defense (DoD) regulations and AFRICOM specific Directives, Instructions and manuals. The Contractor shall assist AFRICOM by providing logistical and organizational support.

1.4. Reserved.

1.5. General Information

1.5.1. Reserved.

1.5.2. Hours of Operation/Place of Performance. This work will be performed at AFRICOM locations in Europe, Africa and the United States in response to government requirements. Place of performance will include the AFRICOM area of activity (AOA). Currently, the performance location is in Stuttgart, Germany. The Contractor shall be responsible for coordinating appropriate Status of Forces Agreements (SOFA), and all other applicable international agreements and host country law for approvals for travel/work in such countries as Germany, Italy, Spain, United Kingdom, and countries on the African continent, etc. The Contractor is responsible for conducting work Monday thru Friday except US Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work when the Government facility is not closed for the above reasons.

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

1.5.4. Reserved.

1.5.5. Government Directed Travel. Government Directed Travel is authorized for this contract for tasks directly involved with the Public Affairs Office (PAO). The Contractor shall be required to travel to locations worldwide to support this PWS. For other functions Travel is only authorized for training purposes which must receive approval by the COR, in which case, travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel per the Joint Travel Regulations (JTR). While JTR is not wholly applicable to contractors, it shall provide the basis for the determination as to reasonable and allowable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. All necessary travel meeting the above criteria shall be approved in advance by the COR or KO. Travel to the continental US (CONUS) should be limited to 21 total days unless otherwise agreed upon by KO and contractor PM. COR can determine the source of travel arrangements in order to synchronize contractor and government travel. Exceptions to these guidelines shall be approved in advance by the KO. This cost reimbursable travel is only for Government directed travel and shall not be used for reimbursement of internal contractor travel costs such as meetings between CONUS and OCONUS site leads and quality control inspections and any relocation costs in their fixed price. Contractors are to include internal travel costs such as meetings between CONUS and OCONUS site leads and quality control inspections in its firm-fixed price.

1.6. Quality Control

1.6.1. Quality Control Program (QCP). The contractor shall submit a Quality Control Program (QCP) at the preperformance conference that identifies potential and actual problem areas in providing requirements of the contract as specified and results in corrective action throughout the life of the contract. The Government will make final review and acceptance of the QCP within 30 days after award. Subsequent changes to the QCP shall be submitted to the KO not later than five (5) working days prior to the effective date of the change. The basic intent of the plan is that the Contractor is responsible for quality. All methods, procedures, and forms shall support this concept.

1.6.2. Quality Assurance. The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3. Post Award Conference/Periodic Progress Meetings. The Contractor agrees to attend any post award conference convened by the KO in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.6.4. Contract Manager/Senior Level Supervisor. The Contractor shall identify, in writing, the names of its contract manager/senior level supervisor responsible for management and on-site supervision of its employees.

1.7. Security Requirements. The security requirements for this contract are defined below and in the attached DD254.

1.7.1. Electronic and Physical Storage. The AFRICOM products will be hosted on the DoD's non-secure internet protocol network (NIPRNET) and secure internet protocol network (SIPRNET) systems; and all associated task orders will require the extensive use of cleared personnel. The security requirements specified in DD Form 254 are applicable to this effort.

1.7.2. Security Clearance. The Contractor shall be required to have a SECRET facility clearance with NO safeguarding capabilities required. As directed by the COR, the Contractor will require access to: NATO information; foreign government information; and For Official Use Only (FOUO) Information. The Contractor will also require access to the SIPRNET, and NIPRNET systems. Performance applications and day-to-day activities and operations occur on the unclassified local area network (ULAN), Secret local area network (SLAN), and Coalition LANs (such as CENTRIXS). Personnel supporting this task must have at least a SECRET security clearance or an interim SECRET security clearance with the possibility of receiving the final SECRET clearance.

1.7.3. Information Accessibility. In performance of this contract, the Contractor will be authorized access to classified information only while at a Government facility; have access to classified information outside the U.S., Puerto Rico, U.S. possessions and trust territories only at appropriate Government facilities or activities; be authorized to use the services of the Defense Technical Information Center (DTIC) or other secondary distribution center; and have Operations Security (OPSEC).

1.7.4. Physical Security. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.7.5. Key Control.

1.7.5.1. The Contractor shall establish and implement methods of making sure keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the QCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the KO.

1.7.5.2. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the KO, re-key or replace the affected lock or locks, however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.7.5.3. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the KO.

1.7.6. Lock Combinations. The Contractor shall establish and implement methods of ensuring that lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's QCP.

1.7.7. Conservation of Utilities. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount.

1.8. Personnel. The Contractor shall provide a work force possessing the skills, knowledge, and training to satisfactorily perform the services required by this contract. Contractor personnel performing work under this work statement shall remain employees of the contractor and will not be considered employees of the government. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.8.1. Special Qualifications. The Contractor is responsible for ensuring all employees possess all required training and expertise required for the execution of this contract.

1.9. Minimum Personnel Qualifications. The Government reserves the right to review replacement Contractor personnel for compliance with the minimum qualifications of the contract. The Contractor shall submit resumes for personnel changes to the KO for review and approval. The Government shall approve or reject within ten (10) calendar days of resume receipt.

1.9.1. Specific education and experience as defined in individual tasks evaluation criteria.

1.9.2. Possess at a minimum a Secret (S) security clearance.

1.10. Conflict of Interest. The Contractor shall not employ any person who is an employee of the US Government or the Department of Defense, either military or civilian, if such employment would create a conflict of interest or be contrary to the policies contained in Joint Ethics Regulation (JER) 5500.7-R.

1.11. Conduct of Personnel. The KO may require the Contractor to remove from the job site any employee working under this contract for reasons of misconduct, security or found to be or suspected to be under the influence of alcohol, drugs, or other incapacitating agent. Contractor employees shall be subject to dismissal from the premises upon determination by the KO that such action is necessary in the interests of the Government.

1.11.1. The Installation Commander has the authority to bar individuals from the installation. The removal from the job site or dismissal from the premises of a Contractor employee shall not relieve the contractor of the requirement to provide sufficient personnel to perform the services as required by this work statement.

1.11.2. The Contractor will comply with and be bound by US Army Europe (USAREUR), Installation Management Command (IMCOM) and US European Command (EUCOM), and AFRICOM regulations and directives concerning misconduct by any contractor employee or family member receiving logistical support.

1.11.3. The Contractor shall be responsible for cooperating with the appropriate military and civilian authorities in the investigation of and resolution of any allegations of misconduct on the part of their Contractor personnel or their family members.

1.12. Installation Access Requirements. Contractor personnel, or any representative of the contractor, entering any US installation shall comply with installation security regulations and shall be subject to security checks.

1.12.1. Search and Seizure. Contractor personnel and property shall be subject to search and seizure while entering the confines of any US installation.

1.12.2. Contractor Personnel Identification Badges and Personal Appearance. Contractor personnel on duty must display Government provided identification badges and present a professional personal appearance at all times.

1.12.3. Identification of Contractor Employees. All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by the Contractor are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.13. Personnel Security Clearances. Personnel providing services under this contract shall possess a Secret Security Clearance prior to working under this contract. Application for facility clearance shall be made to the Security Staff Officer (SSO) with the guidance of the COR. DD Form 254 is attached to this work statement.

1.14. Disclosure of Information.

1.14.1. Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor or of such nature that its dissemination or use other than as specified in this work statement would be adverse to the interests of the government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained in performance of this contract, except to authorized Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this work statement.

1.14.2. Disclosure of information regarding operations and services of the activity to persons not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor (or any persons under the Contractor's control) in connection with work under this contract, may subject the Contractor, Contractor's agent, or Contractor employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code (USC). Neither the Contractor nor the contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity which could result in, or increase the likelihood of, the possibility of a breach of the activities' security or interrupt the continuity of its operation.

1.14.3. Inquiries received by the contractor for work performed under this contract shall be referred to the Government for evaluation under the Freedom of Information Act, Public Law 93-502, 5 USC Section 552. The determination whether records will be released will remain with the Government. The Contractor shall be responsible for search and submission of records upon request by the Government.

1.14.4. The Contractor shall not release any information (including photographs, files, public announcements, statements, denials, or confirmations) on any part of the subject matter of this contract or any phase of any program hereunder without the prior written approval of the KO. The Contractor shall not release information regarding individuals without prior authority of the KO. All documentation showing individuals' names or other personal information will be controlled and protected. The provisions of the Privacy Act shall apply.

2. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT & SERVICES

2.1. General. The Government shall provide the facilities, equipment, materials, and/or services listed below.

2.1.1. Continuous Command-furnished workspace and access to classified networks within the designated workspace for the preparation and storage of up to Secret data and any document annexes associated with the efforts described in this PWS will be provided by the Government.

2.1.2. As deemed necessary by the Government, use of non-tactical Government and commercial rental vehicles may be provided for official Government purposes.

2.1.3. Contractor logistical support will not be provided.

2.2. Property and Services.

2.2.1. Utilities. All utilities in the facility will be available for the Contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities.

2.2.2. Facilities. The Government will provide adequate physical work space and will furnish: desk, phone, office supplies, computer equipment (to include all necessary hardware & software), an electronic mail (e-mail) account, use of the Government telephone, facsimile machine, copier usage, as required in performance of this PWS. As deemed necessary by the Government, certain contract personnel will be provided cellular telephones and service to be used during travel to perform official duties. The Contractor shall not use property provided by the Government for any purpose other than in the performance of this contract.

2.2.3. Common Access Cards (CAC). Common Access Cards (CAC) are authorized for Contractor personnel. The Government will provide the required form to obtain the CAC for authorized Contractor personnel.

2.2.4. Logistic Support. The Government will not provide logistical support.

3. CONTRACTOR FURNISHED ITEMS AND SERVICES

3.1. General. Except for those items specifically stated to be government furnished in Part 3, the contractor shall furnish everything required to perform this PWS. Contractor furnished property and services shall be compatible with existing government systems.

3.1.1. On-site Logistical Point of Contact (POC). The Contractor will designate an individual as the Government POC, to facilitate logistical and administrative support for contractor personnel assigned to work on this contract (ID cards, security badges, etc.). The individual will also ensure that Common Access Cards (CAC) for terminated employees and their dependents are returned to the COR within five business days of the termination, this includes family members. The Contractor shall provide the Government written documentation clearly defining the individual's representational authorities and limitations at the pre-performance conference.

3.1.2. Employee Roster. Contractor shall submit a roster of personnel who will perform services under this contract, to include the names, social security numbers, title/position of employees; date and level of security clearance, to the KO at the pre-performance conference.

3.1.3. Reserved.

3.1.4. Written Notifications. The Contractor shall notify the COR in writing, of problems or issues that can adversely affect completion of tasks and contract performance. A concise description of events or factors with the potential adverse consequence shall be provided from which the COR may determine a preventive measure or method of resolution.

3.1.5. Reserved

3.1.6. Reserved.

3.1.7. Transition Planning Support. The Contractor shall adapt their transition plan submitted within five (5) business days after award, to address any changes caused by additional information and due diligence.

3.1.8. Incoming Transition. The Contractor shall deliver an initial plan for incoming transition within five (5) business days after award. Upon contract award, the Contractor shall coordinate with the AFRICOM COR in planning and implementing a successful transition to the Contractor's support. The Contractor's transition plan to show coordination and communication with Government representatives shall include the following:

3.1.8.1. Orientation phase and program to introduce Government personnel, programs, and users to the contractor's team, tools, methodologies, and business processes

3.1.9. Outgoing Transition. The Contractor shall address in the provisions for transitioning work from this contract to a follow-on effort. In accordance with the approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from the existing effort to the follow-on support provider. This shall include formal coordination with the Government and incoming Contractor staff and management; delivery of copies of existing policies and procedures; delivery of required metrics and statistics, and migration of databases (if required).

3.1.10. Quality Assurance. The Government will evaluate performance of the services listed in the Performance Requirement Summary (PRS) to determine if they meet the performance thresholds. When the proper level of performance is not met, the KO will issue a Corrective Action Request (CAR). The QASP will follow the methods of surveillance specified in the PRS. Government personnel will record all surveillance observations. When an observation indicates defective performance, the Contractor will initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.

3.1.11. Corrective Action Request. CAR or electronic equivalent will be initiated when contract requirement findings and subsequent corrective action are to be taken.

3.1.12. Performance Deficiency Resolution. The Contractor shall take immediate action to correct all Government reported deficiencies and to prevent recurrence of the deficiency.

4. AFRICOM DIRECTORATE FOR OUTREACH TASKS

4.1. General. AFRICOM Directorate for Outreach is tasked with promulgating the AFRICOM mission to various countries, outside agencies and partners to enable the Command to better focus its resources to support and enhance existing US initiatives that help African nations, the African Union and the regional economic communities succeed.

4.2. Tasks. The Contractor shall provide specialized services to perform on-site technical support tasks in direct sustainment of AFRICOM's Directorate for Outreach Mission, to include, but not limited to:

4.2.1. Manage Command External Invitation Tracking Database for senior level engagements to attend universities, conferences and public speaking forums.

4.2.2. Provide weekly teleconferencing capabilities to include setting up conferencing system, sending out e-invites, distributing decision topics provided by the Directorate or Strategic Communications representative with components in AOR and with our Dept of State and regional support areas.

4.2.3. Write initial Strategic Communications and Outreach Mission standard operating procedures (SOPs) with annual updates in accordance with the Secretary of Joint Staff (SJS) guidance for all AFRICOM Command Instructions, policies and procedures .

4.2.4. Coordination of agendas and itineraries of distinguished visitors for briefing the combatant commander, senior executives, garrison commanders and component leaders.

4.3. Outreach Support Skill Set Criteria

4.3.1. Educational Requirements. Associate's Degree or 2+ years of equivalent education in a related area of study or 4+ years job experience in a related area.

4.3.2. Specific Skills:

4.3.2.1. Advanced knowledge and experience with latest audio visual and media products, services and presentations.

4.3.2.2. Experience and competent ability to support the command's external invitation tracking database systems.

4.3.2.3. Advanced knowledge of running video teleconferences and virtual meetings.

4.3.2.4. Advanced knowledge and ability to develop internal and external SOPs.

4.3.2.5. Advanced knowledge and experience coordinating agendas and itineraries of Distinguished Visitors at the highest professional levels.

4.3.2.6. Receives phone calls and visitors at the highest professional level and refers the appropriate individual.

4.3.2.7. Professionally processes and produces incoming and outgoing materials in support of assigned Directorate such as mail, correspondence, reports, and memoranda in compliance with AFRICOM standards.

4.3.2.8. Knowledge of Microsoft Office programs at an advanced level.

4.3.3. Possess a minimum of a Secret security clearance.

5. AFRICOM HEADQUARTER COMMANDANTS OFFICE TASKS

5.1. General. The AFRICOM's Headquarters Commandant Office is tasked with the seamless integration of new personnel into the Command. A key to this integration is management of the command sponsorship program. Two

key missions with separate tasks are well defined inside the command sponsorship program in support of the anticipated arrival of approximately 600 newcomers in a one year period.

5.2. Sponsorship Program Management Support. The Contractor shall provide management for the sponsorship program, to include, but not limited to the following:

5.2.1. Tasks.

5.2.1.1. Coordinates and maintains the sponsorship program and provides first hand assistance to newcomers while coordinating with senior officials for personnel briefings.

5.2.1.2. Liaison coordination with existing Army Community Services (ACS) and US Army Garrison (USAG) sponsorship programs

5.2.1.3. Answers inquiries accurately and in a timely fashion based upon knowledge of regulatory requirements, policies and procedures pertaining to overseas allowances; temporary lodging allowances for all the services (Active and Reserve); USAG Stuttgart housing policies and availability; rental laws and regulations in Germany, and provides accurate Garrison Office POC information for those inquiries.

5.2.2. Sponsorship Program Management Support Skill Set

5.2.2.1. Educational Requirements. Bachelors Degree or 4 years of equivalent education in a related area of study or 6+ years job experience in a related area.

5.2.2.2. Specific Skills:

5.2.2.2.1. Advanced knowledge and experience producing and providing professional quality audiovisual presentations to facilitate the sponsorship program mission.

5.2.2.2.2. Capability of providing seamless sponsorship services to incoming personnel using knowledge and experience coordinating with ACS and USAG sponsorship programs.

5.2.2.2.3. Capability of relevant accurate and timely “Welcome Packages” to incoming personnel.

5.2.2.2.4. Knowledge of Microsoft Office programs at an advanced level.

5.2.2.3. Possess a minimum of a Secret security clearance.

5.3. Sponsorship Program Technical Support. The Contractor shall provide Technical Support for the Sponsorship Program, to include, but not limited to the following:

5.3.1. Tasks.

5.3.1.1. Development of audio visual presentations

5.3.1.2. Creation and distribution of “Welcome Packages” for incoming personnel and coordination with local garrison and command directorates.

5.3.1.3. Update personnel database of incoming personnel and maintain updated records.

5.3.2. Sponsorship Program Technical Support Skill Set

5.3.2.1. Educational Requirements. Associate’s Degree or 2+ years of equivalent education in a related area of study or 4+ years job experience in a related area.

5.3.2.2. Specific Skills.

5.3.2.2.1. Advanced knowledge and experience with audio visual media products, services and presentations.

5.3.2.2.2. Receives phone calls and coordinates rotation of personnel with all military, civilian, and interagency partners at the highest professional level and refers to the appropriate individual.

5.3.2.2.3. Knowledge of Microsoft Office programs at an advanced level.

5.3.2.3. Possess a minimum of a Secret security clearance.

6. Reserved.

7. AFRICOM PUBLIC AFFAIRS OFFICE (PAO) TASKS

7.1. General. AFRICOM PAO is tasked with telling the story of the DoD's innovative new headquarters focused on preventing and mitigating conflict in Africa so that diplomacy and development can flourish within AFRICOM. The main tasking is to provide social media writing and editing services.

7.2. Social media platform development and journalism services tasks. The Contractor shall provide social media and website code writing technical support services to include, but not limited to:

7.2.1. Pro-active engagement in the global online conversations about African security issues and the U.S. military role in Africa by the posting of factual, relevant, and transparent US Government-approved information and content on a daily basis.

7.2.2. Coordinates with senior officials and provide daily updates to AFRICOM PAO social media websites, such as Facebook, Youtube, Twitter, Flickr, etc.

7.2.3. Daily update of command website to include but not limited to monitoring global blogs and interactive Websites, and advise PAO staff on opportunities to engage in the social media conversation.

7.3. Social Media Development and Journalism Skill Set

7.3.1. Educational Requirements. Bachelors Degree in International journalism/communications or 4 years equivalent education in a related area of study or 6+ years job experience in a related area.

7.3.2. Specific Skills:

7.3.2.1. Experience living and working overseas. This is desired but not mandatory.

7.3.2.2. Written fluency in English and at least one of the following languages: Portuguese, French or Arabic to provide translation services for the command as well as to articulate and interpret social media postings by other countries. This is desired but not mandatory.

7.3.2.3. Ability to quickly input accurate content rich information based upon in depth knowledge of AFRICOM role in a wide variety of online mediums (blogs, interactive websites, social media websites) and in response to global online conversation under evolving and at times micro short suspense.

7.3.2.4. Advanced knowledge of operation of specialized graphics equipment to include Apple products, such as regular photo printers, reproduction equipment, scanners, cameras, video cameras, etc.

7.3.3. Possess a minimum of a Secret security clearance.

8. ADDITIONAL REQUIREMENTS

8.1. Pre-performance Conference. The contractor will participate in a pre-performance conference as scheduled by the KO. The KO or designated representative will notify the Contractor of the scheduled date, time, and location of the meeting. The government will prepare an agenda for the conference that addresses the support services and tasks to be performed, transition issues, security requirements, logistical matters, clarifications on any contract provision or information, or any other topic as deemed appropriate.

8.2. Travel. Travel may be required during contract performance within the AFRICOM and EUCOM and AOA encompassing Africa, Eurasia, and to the CONUS. The Contractor shall obtain approval from the KO / COR prior to the travel and prior to incurring costs. The Contractor shall be reimbursed in accordance with the JTR or State Department rates. Contractor travel reimbursement procedures may be approved if determined to be more favorable for the Government.

8.3. Contract Deliverables. Contractor shall submit deliverables in support of and as a result of tasks designated by the Government as described on sections 5, 6 and 7 of this PWS. The COR will provide relevant guidance and a

suspense for each deliverable. Deliverables will be completed in accordance with AFRICOM's Staff Officers' Reference Guide.

8.4. Project Management Report. The Contractor will provide a report of the significant activities and accomplishments on a monthly basis. The date of submission will be determined at the pre-performance meeting.

8.5. Contractor Manpower Reporting. The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: <https://cmra.army.mil/>. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement may result in contract termination.

9. PERFORMANCE REQUIREMENTS

9.1. The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<u>Performance Objective</u>	<u>Standard</u>	<u>Performance Threshold</u>	<u>Method of Surveillance</u>	<u>Proportion of Service to Total</u>
All required tasks for PWS paragraph 4.2.	No late tasks or deliverables. Perform tasks accurately and in a timely manner and provide accurate, current, and timely submission of deliverables. No more than two sets of corrections/edits and all corrections must be accomplished within two working days.	95%	Periodic Inspection, Random, Customer Feedback	20%
All required tasks for PWS paragraph 5.2.	No late tasks or deliverables. Perform tasks accurately and in a timely manner and provide accurate, current, and timely submission of deliverables. No more than two sets of corrections/edits and all corrections must be accomplished within two working days.	95%	Periodic Inspection, Customer Feedback	20%
All required tasks for PWS paragraph 5.3.	No late tasks or deliverables. Perform tasks accurately and in a timely manner and provide accurate, current, and timely submission of deliverables. No more than two sets of corrections/edits and all corrections must be accomplished within two working days.	95%	Periodic Inspection, Customer Feedback	20%
All required tasks for PWS paragraph 7.2	No late tasks or deliverables. Perform tasks accurately and in a timely manner and provide accurate, current, and timely submission of deliverables. No more than two sets of corrections/edits and all corrections must be accomplished within two working days.	95%	Periodic Inspection	40%

9.2. Types of Surveillance to select from:

9.2.1. Random Sampling: Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot. Random Inspection Guide includes: method of surveillance, lot size, sample size, performance requirement, sampling procedure, inspection procedure.

9.2.2. 100 Percent Inspection: Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed.

9.2.3. Periodic Surveillance: Evaluation of samples selected on other than 100% or statistically random basis. (i.e. monthly, quarterly, semi-annually etc.).

9.2.4. Validated Customer Complaint: Complaints must be validated.

10. DEFINITIONS. For the purpose of this contract, definitions specified below shall apply.

10.1. Acceptable Quality Level (AQL): The maximum percent defective, maximum number of defects per hundred units, or number of defects in the lot that can be considered satisfactory. As long as the defective performance does not exceed the AQL, the service will not be rejected by the government.

10.2. Contract Discrepancy: A failure of the contractor to perform in accordance with contract requirements and specifications. A contract discrepancy may result from a failure of the contractor to provide, or provide on time, the required contract products or services; or it may result because delivered products or services do not meet specific contract standards.

10.3. Contract Discrepancy Report (CDR): A report used to document unsatisfactory contractor performance. The CDR requires the contractor to explain in writing, unsatisfactory performance; how performance shall be returned to satisfactory levels; and how recurrence of the problem shall be prevented in the future.

10.4. Contracting Officer (KO): A person duly appointed with the authority to enter into and administer contracts on behalf of the government.

10.5. Contracting Officer's Representative (COR): An individual designated in writing by the contracting officer to act as an authorized representative of the contracting officer to perform specific contract administrative functions within the scope and limitations as defined by the contracting officer.

10.6. Contractor: The contractor, its subsidiaries and affiliates, joint ventures involving the contractor, or any entity which the contractor may have merged or any individual or entity that assisted or advised the contractor in the preparation of a proposal under this solicitation.

10.7. Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Work Statement.

10.8. Performance Requirements Summary (PRS): Identifies the key service outputs of the contract that will be evaluated by the government to assure contract performance standards are met by the contractor. (Other services may also be inspected under the authority of the Inspection of Services clause.)

10.9. Performance Work Statement: A Performance Work Statement is a statement of the technical, functional and performance characteristics of the work to be performed, identifies essential functions to be performed, determines performance factors, including the location of the work, the units of work, the quantity of work units, and the quality and timeliness of the work units. It serves as the scope of work

10.10. Quality Assurance: Those actions taken by the government to assure that the quality of purchased goods and services received are acceptable in accordance with established standards and requirements of the contract.

10.11. Quality Assurance Surveillance Plan (QASP): A written document used by the government for quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor's performance.

10.12. Quality Control: Those actions taken by the contractor to control the production of goods or services so that they meet the requirements of the contract.

10.13. Mandatory Document: A directive which the contractor is obliged to perform the effort strictly in accordance with the method specified in the directive to meet the stated results of the directive.

11. APPLICABLE PUBLICATIONS

11.1. Joint Ethics Regulation (JER) 5500.7-R. http://www.dod.mil/dodgc/defense_ethics/ethics_regulation/dir.htm

11.2. DoD Contractor Personnel Office -- Germany Operations (DOCPER).
<http://www.per.hqusaureur.army.mil/CPD/DocPer/GermanyDefault.aspx>

11.3. CJCSM 3500.03B, JOINT TRAINING MANUAL FOR THE ARMED FORCES OF THE UNITED STATES CJCS Manual 31 August 2007. http://www.dtic.mil/cjcs_directives/cdata/unlimit/m350003.pdf

11.4. CJCSI 3500.01E Joint Training Policy and Guidance for the Armed Forces of the United States, 31 May 08.
http://www.dtic.mil/cjcs_directives/cdata/unlimit/3500_01.pdf

12. LIST OF ACRONYMS

AAFES	Army and Air Force Exchange Service
ACS	Army Community Service
AER	Army in Europe Regulation
AFRC	Armed Forces Recreation Center
AFRICOM	US Africa Command
AOA	area of activity
AR	Army Regulation
ASSA	analytical support status accreditation
CAC	common access card
COCOM	combatant command
COR	contracting officer representative (primary and alternate)
DD	DoD form
DOCPER	DoD Contractor Personnel
DoD	Department of Defense
DODDS	DoD dependant schools
DTIC	Defense Technical Information Center
FAR	Federal Acquisition Regulation
FOUO	for official use only
HQC	Headquarters Commandant
IAW	in accordance with.
ILS	individual logistic support
IMCOM	Installation Management Command
JER	Joint Ethics Regulation
JFD	Joint Force Development
JTR	Joint Travel Regulation
KO	contracting officer
LAN	local area network
NIPRNET	non-secure internet protocol network
OCONUS	outside the continental United States
OPSEC	operational security
OTR	Outreach
PAO	public affairs office
POC	point of contact
POV	privately owned vehicle
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan

S	secret
SHAPE	Supreme Headquarters Allied Powers, Europe
SIPRNET	secure internet protocol network
SLAN	Secret LAN
SOFA	Status of Forces Agreement
SOP	standard operating procedures
SSO	security staff officer
TE	technical expert
TESA	Technical Expert Status Accreditation
ULAN	unclassified LAN
USA	United States Army
USAG	US Army Garrison
USAREUR	US Army in Europe
USC	United States Code
USEUCOM	US European Command
VAT	value added tax

(End of Performance Work Statement)

CLAUSES INCORPORATED BY REFERENCE

52.212-1 Instructions to Offerors--Commercial Items

JUN 2008

ADDENDUM TO 52.212-1

In accordance with FAR 12.302, Tailoring of Provisions and Clauses for Acquisition of Commercial Items, FAR 52.212-1 is tailored, as shown below, to reflect the special terms and conditions unique for this contract.

Paragraph (b) Submission of Offers is amended to add the following:

(g) (12) Specific Requirements of this Solicitation.

a. INTRODUCTION.

i. The offeror's proposal shall be mailed or hand delivered or submitted electronically via the Army Single Face to Industry (ASFI) Interactive Business Opportunities Page (IBOP) in the files set forth below. No email or fax submissions will be accepted.

ii. Files shall not contain classified material.

iii. The offeror's proposal shall consist of one (1) original copy of three (3) volumes:

(1) Past Performance

(2) RFP Documents to include Pricing

The use of hyperlinks in proposals is prohibited.

b. PROPOSAL FILES

i. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents should be included. The following page setup parameters shall be used:

(a) Margins – Top, Bottom, Left, Right - 1”

(b) Gutter – 0”

(c) From Edge – Header, Footer - 0.5”

(d) Page Size, Width – 8.5”

(e) Page Size, Height – 11”

The following additional restrictions apply: Each paragraph shall be separated by at least one blank line. A standard, 12-point minimum Times New Roman font is required. Tables and illustrations may use a reduced font size not less than 8-point and may be landscape.

ii. File Packaging. All of the proposal files shall be in either Adobe Acrobat format or any Microsoft Office format.

iii. Solicitation Questions. Questions regarding this solicitation shall be submitted in writing to the Contract Specialist by email. The Government will answer all questions provided that those questions are received by 10:00 am local Kaiserslautern time on 17 August 2010. Written questions shall be submitted by email to the Contract Specialist, Carol Vickers, via carol.vickers@us.army.mil AND Rachelle Weber, via rachelle.weber@eur.army.mil. The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle. It is not anticipated that the closing date for receipt of offeror’s proposal will be extended.

iv. Proposals shall be delivered to the address in block 9 of the SF 1449 by the date and time listed in block 8 of the SF 1449. The time listed in block 8 of the SF 1449 is local Kaiserslautern, Germany time. Submissions can be hand carried or sent via US or foreign mail using the following addresses:

US Mail:

Theater Contracting Center
Attn: Carol Vickers/Rachelle Weber
Unit 23156
APO AE 09227-3156

Physical Address (used for hand delivery/foreign mail):

Theater Contracting Center
Attn: Carol Vickers/Rachelle Weber
Mannheimerstrasse, Geb. 3233
Kleber Kaserne
D-67657 Kaiserslautern, Germany

Offerors are hereby advised that the place for submission of proposals, the Theater Contracting Center, located in building 3233 on Kleber Kaserne in Kaiserslautern, Germany. Therefore, when hand delivering or utilizing a mail carrier service to deliver proposals, offerors should allow for sufficient time because of controlled access to this installation. When the offeror arrives at the installation parking lot there will be a guard checking for installation passes. If the individual delivering proposals does not have a valid installation pass, they will require an escort to gain access to the installation. The guards have the right to inspect all vehicles and packages before granting access to the installation. Proposal delivery must be made to the exact location stated in this solicitation on or before the date and time specified.

Mailing Proposals. If offerors have to mailed a proposal, please send an email to both the Contract Specialist and the Contracting Officer, identified above, with the following information:

1. Name of company
2. Company address
3. Date mailed
4. Mail/delivery services used to make delivery (i.e. US Postal Service, Deutsche Post, FedEx, etc.), tracking number, if available; and
5. Point of contact for offeror (name, phone number, and email)

Offerors are reminded that FAR 52.212-1 does not make allowance for proposals received late when submitted by mail services other than the U.S. Postal Service. Offerors are advised to take that possibility into consideration in determining when and how a proposal must be received at the specified location to meet the date and time requirements.

SUBMISSION OF OFFERS BY FAX OR EMAIL IS NOT AUTHORIZED. ANY OFFERS SUBMITTED THROUGH THESE METHODS WILL NOT BE ACCEPTED.

Offers shall be clearly identified with the following:

1. Solicitation number,
2. Date and time for receipt of offers (information in block 8 of the SF 1449),
3. Intended recipient (Contract Specialist/Contracting Officer, listed above); and,
4. Telephone number of the intended recipient (listed above).

Offers not received by the time stated in block 8 of the SF 1449 will not be considered for award.

v. Content Requirements. All information shall be confined to the appropriate volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked. The following shall be included:

(1) VOLUME I – PERFORMANCE RISK. Offerors shall submit a list of a minimum of three Government contracts during the past five years, which are relevant to the efforts required by this solicitation. Relevant efforts are defined as those involving Public Affairs or Outreach AND efforts at a headquarters command level or equivalent. This volume shall be organized into the following sections:

- (a) Section 1 – Contract Descriptions. This section shall include the following information in the following format:
 - (i) Contractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and point of contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
 - (ii) Government contracting activity, and current address, Procuring Contracting Officer's name, current e-mail address and telephone number.
 - (iii) Government contract administration activity and the Administrative Contracting Officer's name, and current email address, telephone number (if applicable, otherwise list N/A).
 - (iv) Government technical representative/COR, and current email address, telephone number.
 - (v) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery/Task Order numbers also.
 - (vi) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc). In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).
 - (vii) Awarded price.
 - (viii) Final, or projected final, price.
 - (ix) Original period of performance.
 - (x) Final, or projected final, period of performance.

- (b) Section 2 - Performance. Offerors shall provide a brief but thorough narrative explanation of each contract listed in Section 'a' describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

(2) VOLUME II –Award Documents to include Pricing. The offeror shall complete all required information in the solicitation to include:

- (a) Standard Form 1449, Solicitation/Contract/Order for Commercial Items
- (b) Unit pricing and total pricing for each CLIN, to include a separate spreadsheet listing fully-burdened labor-hour rates for each CLIN, G&A, and overhead rates. All information requested is “other than cost and pricing data.”
- (c) SF 30, Amendments (if applicable)
- (d) Required Clauses (i.e. 52.212-3, 252.212-7000, and other statement of offerors)
- (e) Any other required “fill-in” areas of the solicitation

Each offeror shall complete (fill-in and signatures) the solicitation sections indicated above using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF1449, amendments and all certifications requiring original signature. The original version submitted shall have original signatures. If submitted through ASFI, an Acrobat PDF file shall be created to capture the signatures for submission.

Paragraph (c) Period for acceptance of offers is modified as follows:

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

Paragraph (h) Multiple awards is amended with the following:

Only one contract will be awarded from this solicitation. Award will be made on an all-or-none basis.

Add paragraph (u) Additional Clauses, as follows:

(u) *Additional Clauses.* The following is a list of additional clauses that apply to this procurement:

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

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

(End of Provision)

- (2) **252.2009-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY AUG 2000**

- (3) **CCE 233-4000 INDEPENDENT PROTEST REVIEW OFFICIAL MAR 2005**

Interested parties may file agency protests, in compliance with FAR 33.103(d), directly with the contracting officer or may request an independent review at a level above the contracting officer by the Independent Protest Review Official, U.S. Army Europe. Independent review is available as an alternative to consideration by the contracting officer of a protest or is available as an appeal of the contracting officer's decision on the protest.

Interested parties seeking review by the Independent Protest Review Official, should so state in the agency protest or appeal, and should file the protest/appeal with the contracting officer. In order to be considered, an appeal to the Independent Protest Review Official must be received by the contracting officer within 10 calendar days of the date on which the protester received the contracting officer's decision on the protest.

(End of local clause)

- (4) **CCE.233-4002 AMC-LEVEL PROTEST PROGRAM DEC 2008**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

Packages sent to US Post Service should use:
 HQ Army Materiel Command
 Office of Command Counsel
 9301 Chapek Rd, Room 2-1SE3401
 Ft. Belvoir, VA 22060-5527.

Packages sent to FedEx/UPS should use:
 HQ Army Materiel Command
 Office of Command Counsel
 Room 2-1SE3401
 1412 Jackson Loop
 Ft. Belvoir, VA 22060-5527

Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>
 If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)

(End of Addendum)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government based on the following:

1. **BASIS FOR AWARD**

- a. The award will be made based on the lowest priced technically acceptable proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the 2 evaluation factors: Price and Performance Risk.
- b. To receive consideration for award, a rating of "acceptable" must be achieved a rating of "acceptable" for the Performance Risk factor and reasonable pricing.

2. **FACTORS TO BE EVALUATED**

- a. FACTOR I – PERFORMANCE RISK.
- b. FACTOR II – PRICE.

3. **EVALUATION APPROACH.** All proposals shall be subject to evaluation by a team of Government advisors. Each factor will be examined using the following assessments. Evaluators will be consistent in using these assessments, as they will be aids to the evaluators in examining each proposal.

- a. PERFORMANCE RISK EVALUATION APPROACH. In order to receive an Acceptable rating under the Performance Risk Factor, the offeror and/or its key personnel must not have any evidence of poor past performance of such a sort or to such an extent as to cause the Government to have significant doubt about whether the offeror will be able to successfully perform the required effort.

- i. The Government will conduct a performance risk assessment based on the quality, relevancy, and recency of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Areas of relevance include working at a headquarters command level or equivalent and with Public Affairs or Outreach offices. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror as it relates to all solicitation requirements. These requirements include all aspects of schedule, performance, supportability, including the offeror's record of: 1) conforming to specifications and standards of good workmanship; 2) effectiveness of project management; 3) timeliness of performance; and, 4) business-like concern for the interest of its customers.
 - ii. Offerors are cautioned that in conducting the past performance assessment, the Government may use data provided in the offeror's proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offerors to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of proving low performance risk rests with the offerors.
 - iii. An offeror that has no record of past performance of a similar nature, in size and complexity, will be rated at neutral or unknown. For the purposes of evaluation, such a rating will not be judged negatively.
- b. PRICE EVALUATION APPROACH. The Government will evaluate offers for award purposes by adding the total of all CLIN prices.
- i. Reasonableness. Competition usually establishes price reasonableness. In limited situations, the Government will be required to perform additional analysis to determine reasonableness. The techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing reasonableness. The evaluation techniques described under FAR 15.404-1(c), as determined appropriate, may also be performed in further determining the reasonableness and affordability of the proposal. The Offeror's proposal will be reviewed for compliance with the requirements specified in FAR 52.212-1 and the Addendum to 52.212-1 in the RFP.
 - ii. Unbalanced Pricing. Proposals will be analyzed to determine if the prices are materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over- or understated as indicated by the application of price analysis techniques. An unbalanced offer may pose an unacceptable risk to the Government and may be rejected.

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (AUG 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual

representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

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

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

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

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

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the 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 designated industry groups (DIGs).) Offeror represents as follows:

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

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

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

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

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

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

___ Over 1,000 ___ Over \$17 million

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

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

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

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material 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 complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating 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: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$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. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

—	—
—	—
—	—

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
—
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

(List as necessary)

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: -----.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other -----.

(5) Common parent.

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

☐ Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

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

(a) Definitions.

As used in this clause-

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

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

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

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of provision)