

|                 |                         |                 |  |   |
|-----------------|-------------------------|-----------------|--|---|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER<br>W913FT-12-T-0080 | 6. SOLICITATION ISSUE DATE<br>23-May-2012 |
|-----------------|-------------------------|-----------------|--|---|

|                                       |                         |  |  |
|---------------------------------------|-------------------------|--|--|
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME<br>ASTRID PARDO | b. TELEPHONE NUMBER (No Collect Calls)<br>011-571-383-2386 | 8. OFFER DUE DATE/LOCAL TIME<br>12:00 AM 29 May 2012 |
|---------------------------------------|-------------------------|--|--|

|  |                |   |   |                    |
|--|----------------|---|---|--------------------|
| 9. ISSUED BY<br>REGIONAL CONTRACTING OFFICE (RCO) BOGOTA<br>U.S. EMBASSY-BOGOTA<br>USMILGRP UNIT 5130<br>APO AA 34038-5130<br><br>TEL: 011-571-275-2552<br>FAX: 011-571-275-2084 | CODE<br>W913FT | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED<br><input type="checkbox"/> SET ASIDE:      % FOR<br><input type="checkbox"/> SB<br><input type="checkbox"/> HUBZONE SB<br><input type="checkbox"/> 8(A)<br><input type="checkbox"/> SVC-DISABLED VET-OWNED SB<br><input type="checkbox"/> EMERGING SB<br>SIZE STD:      NAICS: | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE<br><br><input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br>13b. RATING | 12. DISCOUNT TERMS |
|--|----------------|---|---|--------------------|

|  |                |                             |
|--|----------------|-----------------------------|
| 15. DELIVER TO<br>USMILGP COLOMBIA - LOGISTICS<br>JAVIER DIAZ<br>AEROPUERTO EL DORADO, HANGAR 18 PUERTA 6,<br>BOGOTA<br>TEL: 423-8400 FAX: | CODE<br>WF7LKT | 16. ADMINISTERED BY<br>CODE |
|--|----------------|-----------------------------|

|  |      |  |
|--|------|--|
| 17a. CONTRACTOR/OFFEROR<br><br><br><br><br><br><br><br><br>TEL.      FACILITY CODE | CODE | 18a. PAYMENT WILL BE MADE BY<br><br><br><br><br><br><br><br><br>CODE |
|--|------|--|

|  |   |
|--|---|
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
|--|---|

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

|                                       |   |
|---------------------------------------|---|
| 25. ACCOUNTING AND APPROPRIATION DATA | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) |
|---------------------------------------|---|

|   |   |
|---|---|
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.      ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.      ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |
|---|---|

|   |   |
|---|---|
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |
|---|---|

|                                      |  |                  |
|--------------------------------------|--|------------------|
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | 31c. DATE SIGNED |
|--------------------------------------|--|------------------|

|   |                  |   |
|---|------------------|---|
| 30b. NAME AND TITLE OF SIGNER<br><i>(TYPE OR PRINT)</i> | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i><br><br>TEL:      EMAIL: |
|---|------------------|---|

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

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

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

|  |           |   |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

|  |   |
|--|---|
| 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<br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                    |                                 |  |                  |

|                        |                        |             |
|------------------------|------------------------|-------------|
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

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

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0001    | PC9201 LOGISTICS SUPPORT<br>FFP<br>PC9201 LOGISTICS SUPPORT<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0010174397 | 3        | Months |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT  | UNIT PRICE | AMOUNT |
|---------|--|----------|-------|------------|--------|
| 0002    | PC9201 OVERTIME<br>FFP<br>PC9201 OVERTIME<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0010174397 | 48       | Hours |            |        |

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NET AMT

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003    | PC9201 TRAVEL<br>FFP<br>PC9201 TRAVEL<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: 0010174397 | 1        | Lot  |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES  | QUANTITY | UNIT   | UNIT PRICE | AMOUNT |
|----------------|--|----------|--------|------------|--------|
| 0004<br>OPTION | LOGISTICS SUPPORT<br>FFP<br>PC9201 LOGISTICS SUPPORT<br>FOB: Destination | 1        | Months |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES                                      | QUANTITY | UNIT  | UNIT PRICE | AMOUNT |
|----------------|--|----------|-------|------------|--------|
| 0005<br>OPTION | OVERTIME<br>FFP<br>PC9201 OVERTIME<br>FOB: Destination | 16       | Hours |            |        |

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NET AMT

| ITEM NO        | SUPPLIES/SERVICES                                  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|--|----------|------|------------|--------|
| 0006<br>OPTION | TRAVEL<br>FFP<br>PC9201 TRAVEL<br>FOB: Destination | 1        | Lot  |            |        |

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NET AMT

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY  |
|------|------------|------------|-----------|------------|
| 0001 | N/A        | N/A        | N/A       | Government |
| 0002 | N/A        | N/A        | N/A       | Government |
| 0003 | N/A        | N/A        | N/A       | Government |
| 0004 | N/A        | N/A        | N/A       | Government |
| 0005 | N/A        | N/A        | N/A       | Government |
| 0006 | N/A        | N/A        | N/A       | Government |

### DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS   | UIC    |
|------|-----------------------------------|----------|---|--------|
| 0001 | POP 02-JUN-2012 TO<br>01-SEP-2012 | N/A      | USMILGP COLOMBIA - LOGISTICS<br>JAVIER DIAZ<br>AEROPUERTO EL DORADO, HANGAR 18<br>PUERTA 6,<br>BOGOTA<br>423-8400<br>FOB: Destination | WF7LKT |
| 0002 | POP 02-JUN-2012 TO<br>01-SEP-2012 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | WF7LKT |
| 0003 | POP 02-JUN-2012 TO<br>01-SEP-2012 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination   | WF7LKT |

|      |                                   |     |   |        |
|------|-----------------------------------|-----|---|--------|
| 0004 | POP 02-SEP-2012 TO<br>01-OCT-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | WF7LKT |
| 0005 | POP 02-SEP-2012 TO<br>01-OCT-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | WF7LKT |
| 0006 | POP 02-SEP-2012 TO<br>01-OCT-2012 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination | WF7LKT |

#### CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.209-6     | Protecting the Government's Interest When Subcontracting<br>With Contractors Debarred, Suspended, or Proposed for<br>Debarment | DEC 2010 |
| 52.212-1     | Instructions to Offerors--Commercial Items   | FEB 2012 |
| 52.212-4     | Contract Terms and Conditions--Commercial Items  | FEB 2012 |
| 52.214-34    | Submission Of Offers In The English Language   | APR 1991 |
| 52.225-14    | Inconsistency Between English Version And Translation Of<br>Contract   | FEB 2000 |
| 52.247-27    | Contract Not Affected by Oral Agreement  | APR 1984 |
| 252.212-7000 | Offeror Representations and Certifications- Commercial<br>Items  | JUN 2005 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas)  | JUN 1997 |
| 252.225-7041 | Correspondence in English  | JUN 1997 |
| 252.225-7042 | Authorization to Perform   | APR 2003 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving<br>Reports   | MAR 2008 |
| 252.232-7008 | Assignment of Claims (Overseas)  | JUN 1997 |
| 252.232-7008 | Assignment of Claims (Overseas)  | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.233-7001 | Choice of Law (Overseas)   | JUN 1997 |

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

(1) Technically Acceptable

For a proposal to be considered technically acceptable, contractor personnel proposed to work under this contract shall meet the minimum qualifications stated under Par 3.2.1 through Par 3.2.9 of the Performance Work Statement (PWS). Resumes shall be submitted with the proposal and shall clearly address qualifications, certifications and experiences as stated above. Personnel who do not clearly meet the requirements identified in the paragraphs stated above may result in the interpretation of the offeror's proposal to be technically unacceptable.

## (2) Price

Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on the CLINs stated in the solicitation. Estimated travel cost shall not be included in evaluating price. In the event the unit price(s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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

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

(End of provision)

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

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

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

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

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

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

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

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

herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

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

concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end

product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

| Line Item No. |
|---------------|
| _____         |
| -             |
| _____         |
| -             |
| _____         |
| -             |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, 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, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

(5) 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)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
|                    |                            |
|                    |                            |
|                    |                            |

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

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

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

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

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

(2)  Outside the United States.

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) Sanctioned activities relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (11) [Reserved]

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

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).

\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Mar 2012) of 52.225-3.

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (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 (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

**52.252-1 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):

[www.acquisition.gov/far](http://www.acquisition.gov/far)

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.acquisition.gov/far](http://www.acquisition.gov/far)

(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 2012)**

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

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

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

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

(2) \_\_\_ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

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

- (5) \_\_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) \_\_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) \_\_\_\_ Alternate I (OCT 2011) of 252.225-7001.
- (7) \_\_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8) \_\_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- (9) \_\_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (10) \_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) \_\_\_\_ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) \_\_\_\_ 252.225-7021, Trade Agreements (JANUARY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (OCT 2011) of 252.225-7021.
- (iii) \_\_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (OCT 2011) of 252.225-7036.
- (iii) \_\_\_\_ Alternate II (OCT 2011) of 252.225-7036.
- (iv) \_\_\_\_ Alternate III (OCT 2011) of 252.225-7036.
- (17) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_\_ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

- (21) \_\_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

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

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

(End of clause)

## PWS

**Performance Work Statement (PWS)  
USMILGP Logistics Technical Subject Matter Expert  
U.S. Military Group – Colombia (USMILGP - CO)  
Bogota, Colombia**

### **1.0 Background**

**1.1** The USMILGP, in cooperation with the U.S. Embassy Country team, U.S. Government agencies, and the Government of Colombia (GOC) provides Security Assistance (SA) and military to military contact in order to eliminate/reduce drug trafficking and narco-terrorism, strengthen Colombian Military (COLMIL) professionalism, conduct counter drug narco-terrorism operations (CNT) and eliminate the threat to Colombia's sovereignty and democracy. Consequently, the USMILGP requires a Rotary Wing Expert contractor support to advise on rotary wing repair parts, storage, transport, distribution, LAD facility administration, Aviation Unit and Aviation Intermediate Maintenance (AVIM), NVG depot maintenance and other logistics requirements for both the USMILGP-CO and COLMIL force sustainment.

### **2.0 Description of Services**

**2.1** The contractor shall provide technical logistics support, aviation repair parts management support, provide technical advice to the COLMIL LAD Project staff to include identifying training requirements for engine repairs, identifying and maintaining specialty tools, and developing maintenance database similar to but not exclusive to Unit Level Logistics System-Aviation (ULLS-A) and/or Standard Army Maintenance System - Aviation Enhanced (SAMS-AE) or similar Standard Army Management Information System (STAMIS) and provide project updates to the US MILGP Joint Logistics Support Facility (JLSF) and Army Mission (ARMIS) . The services will be primarily to support the Rotary Wing and Night Vision and Logistics programs for the USMILGP operations in support of COLMIL Operations. Primary place of performance will be at the JLSF but will also include duty to other Rotary Wing and NVG depot sites in Colombia as required.

**2.2** The contractor shall provide all resources necessary including but not limited to labor, supervision, materials, supplies, transportation, and keeping technical manuals updated for aviation repair parts to provide services as outlined below.

**2.3** Serve as the US MILGP technical liaison for joint logistics projects to include but not limited to the LAD, NVG Depot, and other emerging similar type projects. The contractor shall provide assistance to the USMILGP, the COLMIL and the Colombian Military National Maintenance Center (CNMC) on technical maintenance, logistics and project management.

**2.4** Serve as a contract technical representative to include QA/QC monitoring under the USG COR for all DoD or FMS CNMC support contracts.

**2.5** Assist in identifying, ordering, tracking, coordinating, transport and customs arrangements, inventorying, distribution, accounting for, nationalization and end use monitoring of equipment, supplies, property, and infrastructure designated for the COLMIL from DoD or Foreign Military Sales (FMS) and Foreign Military Financing (FMF) sources in accordance with applicable DoD, DoS, and Colombian regulations

**2.6** Assist in supporting, coordinating and monitoring CNMC joint logistics and program requirements and when applicable, maintaining databases.

**2.7** Coordinate with the USMILGP Army Mission (ARMIS) POC for Rotary Wing Program and provide assistance to coordinate Rotary Wing Program objectives which includes a fully operational LAD capable of Level One engine diagnostics, repairs parts management, and preparing engines for shipment to the US depot level repairs.

**2.8** Attend weekly meeting with the CNMC and provide reports and assistance as required.

**2.9** Perform other joint support facility logistics duties to include but not limited to providing reports on a weekly, monthly and quarterly basis, providing status of aviation and NVG requisitions.

**2.10** Assist in monitoring COLMIL LAD allied projects; T-701C/ T-53 engine test cell, training, special tools/equipment through FMS cases and DOD contracts.

**2.11** Identify, develop, and track equipment, supply, and transport requirements across and through all supply classes and systems to include foreign military sales and transportation methods, Quality Control (QC) on aeronautical supplies

**2.12** Coordinate and support all logistics requirements with JLSF, ARMIS, COLMIL and other U.S. units and agencies to meet an 80 percent operational readiness within the COLMIL Rotary Wing Engine repair program and NVG out repair laboratories.

**2.13** Serve as the Subject Matter Expert (SME) for COLMIL Logistics systems for the Rotary Wing and NVG programs, to include applicable US and Colombian laws, agreements, regulations and policies governing logistics and FMS/FMF procurement procedures.

**2.14** Assist with the nationalization procedures on all FMF and USMILGP supplies and equipment donated to the COLMIL and always with coordination with the USMILGP Property Book Office (PBO).

**2.15** Provide assistance on property, customs, nationalization, transportation (air/surface) and supply distribution to Colombian Military Bases.

### **3.0 Contractor Personnel Qualifications**

**3.1** Contractor shall provide qualified personnel that possess the training, skills, licenses, clearances, certifications required to satisfactorily perform the requirements of the contract.

#### **3.2 Education, Training, Language Skills and Experience**

**3.2.1** Minimum education level is an Associate level degree or equivalent military training certificate in logistics.

**3.2.2** Language Capability – The SME contractor shall be proficient in English and Spanish (a native speaker) or 2+/2+ score or better on the Defense Language Proficiency Test for both English and Spanish.

- 3.2.3** UH60, UH-1 and OH 58 (US Army Helicopter models) maintenance repair training, logistics training, certification from the Manufacturer of the Aircraft, United States Government Mobile Training Team (MTT), or COLMIL training program. Certificates shall be provided with the contract proposal.
- 3.2.4** Training and knowledge in Security Assistance Management, Contracting Officer Representative, supply requisition procedures, COLMIL CNMC procedures, COLMIL Logistics systems, applicable US and Colombian laws, agreements, regulations and policies will be required for this position. Contractor shall provide training certificates with the proposal.
- 3.2.5** Six years of experience related to the requirements in this PWS, to include a strong background in helicopter maintenance repair and logistics and experience in a military or civilian maintenance work
- 3.2.6** Daily working experience with Unit Level Logistics System-Aviation (ULLS-A) and/or Standard Army Maintenance System - Aviation Enhanced (SAMS-AE) to include Microsoft Office Business Suite of applications (Power Point, Excel, Access, Outlook, Word, etc).
- 3.2.7** Working knowledge and understanding of Colombian Military and Police institutions to include hierarchy, customs and protocol. Contractor personnel shall be able to work in a multicultural and politically sensitive environment, and have excellent people skills to be able to build and maintain relationships with Ministry of Defense officials, Colombian military and police officials, FMS Officers, and US Military Group departments and US Embassy Staff.
- 3.2.8** Working knowledge of logistics and logistics support and the ability to obtain, evaluate, and interpret factual logistics and readiness data and develop action plans.
- 3.2.9** Worked as a team leader in any of the areas identified in the PWS

#### **4.0 Special Requirements**

##### **4.1 Background Checks**

**4.1.1** The Contractor shall ensure that all contractor employees undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, chamber of commerce documents, etc). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases). The Government retains the right to exclude any contractor personnel from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons shall not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict interest.

**4.1.2** The contractor shall not employ individuals on this contract if such individual is identified as a potential threat to the health, safety, security, general well-being or operational mission of the Government of Colombia, the military installation and the country's population, nor individuals who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local, or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor personnel who do not consent to a background check shall be denied access to Colombian Military or Government installations and shall not be utilized by the USMILGP-Bogota.

**4.1.3** Information required to conduct a background check includes: full name, driver's license number, and/or cedula/social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion

of a successful check does not invalidate the requirement for an escort when contractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property. Prior RSO background checks may be requested if the individual has been employed by the USG or by a company performing work for the USG.

**4.1.4** Contractor shall provide all required personal data for all contractor personnel to the Contracting Officer Representative (COR) and the US Embassy RSO at least 15 working days prior to commencement of work by the individual. For work to be executed on a Colombian Military Installation or Colombian Governmental Property the data will be provided at a minimum of 20 days in advance. Contractor personnel shall be cleared prior to commencement of work.

**4.2** When work is performed in a controlled area, contractor personnel shall be able to obtain special security pass as required by the GOC. Contractor personnel may escort other contractors within controlled or restricted areas established by the GOC and USG.

**4.3** The contractor shall ensure contractor personnel have proper credentials and visa, if required, allowing him/her to work in Colombia. Individuals later found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities.

**4.4** The contractor shall not be relieved from the responsibility of performing the requirements of this contract due to any employee-induced strike, medical or other labor reason. The Contractor shall not allow any employee who is under the influence of alcohol, drugs, or other incapacitating or mental/physical-impairing agent to perform work. The contractor shall comply with all local labor and safety laws, and contractor internal company policies.

#### **4.5 Installation Rules and Regulations**

**4.5.1** The rules and regulations of the installation where the services are performed shall apply to contractor personnel while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian Security police direction in instances where security police have been dispatched to a particular location.

**4.6** Travel. Approximately 30% travel to remote sites throughout Colombia may be required during the performance of this contract. Travel may be required after normal duty hours, including week-ends. The contractor shall execute contractor travel under this contract IAW the U.S. Joint Federal Travel Regulation (JFTR). All travel associated with this requirement shall be reimbursed on a cost reimbursable basis IAW the JFTR. Only actual costs will be reimbursed.

**4.7** Normal duty hours is 0800 – 1700, Monday through Friday. Contractor will observe the following holidays:

#### **AMERICAN AND COLOMBIAN HOLIDAYS**

|           |                                  |
|-----------|----------------------------------|
| American  | New Year's Day                   |
| Colombian | Epiphany                         |
| American  | Martin Luther King Jr's Birthday |
| American  | Washington's Birthday            |
| Colombian | St. Joseph's Day                 |
| Colombian | Holy Thursday                    |
| Colombian | Good Friday                      |
| Colombian | Labor Day                        |
| American  | Memorial Day                     |
| Colombian | Ascension Day                    |
| Colombian | Corpus Christie                  |

|                    |                                    |
|--------------------|------------------------------------|
| Colombian          | Sts. Peter and Paul                |
| American           | Independence Day                   |
| Colombian          | Colombian Independence Day         |
| Colombian          | Assumption Day                     |
| America            | Labor Day                          |
| American           | Columbus Day                       |
| American           | Veterans Day                       |
| American           | Thanksgiving Day                   |
| Colombian          | Feast of the Immaculate Conception |
| American/Colombian | Christmas Day                      |

Contractor may be required to work outside of normal duty hours, subject to pre-approval from the COR. Contractor shall be on call seven days a week, 24 hours a day. If and when overtime is required, a contract line item (CLIN) will be established and funded.

#### **4.8 Training**

**4.8.1** The U.S. Government may from time to time offer the contractor the opportunity to enroll personnel in U.S. Government sponsored training courses. Attendance at/in U.S. Government training courses shall be funded by the Contractor. All requests for training at U.S. Government expense shall be subject to the approval of the Contracting Officer, subject to COR recommendation, and shall be based on a clear benefit derived for the U.S. Government. A training plan shall be submitted and approved by the COR and updated yearly to cover all areas included in this PWS. New equipment may be introduced during the performance period of the contract. Contractor personnel shall be required to remain current in his/her training.

**4.9 Insurance:** All required insurance by the Government of Colombia (GOC) shall be obtained and maintained as required by the GOC.

#### **5.0 Contractor Manpower Reporting**

**5.1** Contractor shall report all Contractor manpower (to include subContractor manpower) required for the performance of this contract. The Contractor is required to completely fill in all the required fields in the reporting system using the following web address: <https://cmra.army.mil>. The reporting 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 period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting shall be completed no later than 31 December every year or part of a year for which the contract is in place. This is a mandatory requirement. Contractor shall provide notification to the contracting officer on or before 31 December that the reporting action has been completed.

#### ADDITIONAL INSTRUCTIONS

#### **ADDITIONAL INSTRUCTIONS AND INFORMATION:**

1. **PROPOSAL SUBMITTAL INSTRUCTIONS:** Offerors are required to submit a complete proposal package as listed in Paragraph 2 below to include relevant past performance information from three (3) prime and/or major subcontractors within the last three (3) years. Proposal packages must be received on or before the solicitation closing date, no later than 4:00 p.m., local Bogota time.

- a. Submit complete proposal packages to:

Regional Contracting Office – Bogota

U.S. Embassy - Bogota  
 Attn: Astrid Pardo  
 MILGP Unit 5140  
 APO AA 34038-5140

- b. Proposal packages will be accepted via e-mail to:

Astrid Pardo  
[pardoaj@tcsc.southcom.mil](mailto:pardoaj@tcsc.southcom.mil)  
 Commercial: 011-571-275-2386  
 DSN: 294-9000 (wait for dial tone, then) 8-879-2386

c. Proposals submitted electronically via e-mail shall be prepared in Microsoft application programs (i.e., Word 2000 and/or Excel 2000) or electronic copy on compact disks (CDs). Proposals submitted electronically do not relinquish the Offeror's responsibility for providing a hard copy of the complete proposal, if the contracting officer requires submission of a hard copy.

d. Minimum Proposal Acceptance Period - The proposal acceptance period is 60 days. The Offeror shall make a clear statement in its Proposal Documentation that the proposal is valid for a period of not less than 60 days from receipt of offers.

## 2. PROPOSAL FILES

a. TECHNICAL PROPOSAL. The Technical Proposal shall include the resume of the individual(s) proposed addressing all the qualifications and experiences identified under Par 3.2.1 through Par 3.2.9 of the Performance Work Statement (PWS). Resumes shall clearly address qualifications, certifications and experiences stated above.

b. PRICE, SOLICITATION, OFFER AND AWARD DOCUMENTS AND CERTIFICATIONS/REPRESENTATIONS. Offeror's price proposal shall contain the following:

(1) Signed Standard Form (SF) 1449; Solicitation/Contract/Order for Commercial Items and Acknowledgment of Amendments, if any. An authorized official of the firm shall sign the SF 1449 and all certifications requiring original signature.

(2) Schedule of Supplies or Service and Prices

(3) Representations and Certifications – FAR 52.212-3 Alt 1 Offeror Representations and Certifications - Commercial Items Alternate 1

c. PAST PERFORMANCE INFORMATION. Past performance information will be used for offeror responsibility determination. Offeror shall submit three past performance references for the past three years relevant to efforts required in the solicitation. Relevant efforts are defined, in relation to the requested training services, as historical work performance similar in scope, magnitude and complexity. The following information shall be included as a minimum:

- (a) Contract Description
- Contract No. and Type (i.e., FFP, CR, T&M, IDIQ)
  - Date of Contract Award
  - Place of Performance
  - Awarded Price
  - Period of Performance (including options)
  - Government Contracting Activity
  - Agency Name and Address
  - PCO and COR name, e-mail address, telephone and fax numbers

(b) Performance

A brief summary of each contract describing the scope of work and objectives achieved and demonstrating how the effort is relevant to the requirements of this solicitation. For any contract that did not meet the original schedule or performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence.