

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010486882-0002		PAGE 1 OF 87				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912SR-14-T-0004		6. SOLICITATION ISSUE DATE 26-Jun-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MAGEN MCKEITHEN				b. TELEPHONE NUMBER (No Collect Calls) 0631-411-5515		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 10 Jul 2014		
9. ISSUED BY ECC-KOSOVO JOINT CONTINGENCY CONTRACTING OFFICE CAMP BONDSTEEL 09340 APO UNITED STATES TEL: +49 621 730 781 4073 FAX: +49 621 730 781 4750			CODE W912SR		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 811219			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO W3VA BDE HQS W3VA BDE HQS CAMP BONDSTEEL 09340 APO UNITED STATES TEL: 2569552468 FAX:			CODE W904LK		16. ADMINISTERED BY					CODE
17a. CONTRACTOR/OFFEROR				CODE		18a. PAYMENT WILL BE MADE BY				CODE
TEL.				FACILITY 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		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES 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. <input checked="" type="checkbox"/>					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 (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 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>SEE SCHEDULE</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 <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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	X-Ray System, Radiographic FFP Scheduled maintenance support for one each X-ray system radiographic at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Philips healthcare, Model: Optimus 65, Buky CS, S/N: 09010259 FOB: Destination	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	X-Ray System, Portable, Radiographic FFP Scheduled maintenance support for one each X-ray system, portable radiographic at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: General Electric healthcare, Model: AMX4, S/N: 964413WK9 FOB: Destination MFR PART NR: General Electric healthcare AMX4	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Reader, CR with Workstation FFP Scheduled maintenance of one each reader, CR Clearview CrM with workstation Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Fuji Medical Systems, Model: Clearview CrM (w/ console HW4VML1), S/N: 86721455 FOB: Destination MFR PART NR: Fuji Medical systems clearview CrM	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Sterilizer, Prevacuum (2 ea) FFP Scheduled maintenance support for two each sterilizer, prevacuum at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model E 3043-1 (Eagle 3000 Stage 3 medium (24"x36"x48")), S/N: 0112201-02 and 0112101-05. FOB: Destination MFR PART NR: Steris Corporation Model E 3043-1	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Sterilizer, Washer/Disinfector (2 ea) FFP Scheduled maintenance support for two each sterilizer, washer/disinfector at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model 444 Amsco Reliance Single Chamber, S/N 3614301002 and 3614301003. FOB: Destination MFR PART NR: Steris Corporation Model 444 Amsco relia	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Generators, Steam Electric (2ea) FFP Scheduled maintenance support for two each generators, steam electric at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model 0000-0009-CH13-801-501 (Amsco Power Pak), S/N: 25224 and 25227. FOB: Destination MFR PART NR: Steris Corporation Amsco Century/Milleni	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Unscheduled Maintenance and Spare Parts T&M Scheduled maintenance of one each Scanner, Computed Tomography at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Philips Healthcare, Model: Brilliance 16, S/N: 1361 FOB: Destination MFR PART NR: Philips healthcare Brilliance 16	1	Job		

TOT MAX PRICE
 CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	X-Ray System, Radiographic FFP Scheduled maintenance support for one each X-ray system radiographic at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Philips healthcare, Model: Optimus 65, Buky CS, S/N: 09010259 FOB: Destination	12	Months		

MAX
 NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	X-Ray System, Portable, Radiographic FFP Scheduled maintenance support for one each X-ray system, portable radiographic at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: General Electric healthcare, Model: AMX4, S/N: 964413WK9 FOB: Destination MFR PART NR: General Electric healthcare AMX4	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Reader, CR with Workstation FFP Scheduled maintenance of one each reader, CR Clearview CrM with workstation Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Fuji Medical Systems, Model: Clearview CrM (w/ console HW4VML1), S/N: 86721455 FOB: Destination MFR PART NR: Fuji Medical systems clearview CrM	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Sterilizer, Prevacuum (2 ea) FFP Scheduled maintenance support for two each sterilizer, prevacuum at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model E 3043-1 (Eagle 3000 Stage 3 medium (24"x36"x48")), S/N: 0112201-02 and 0112101-05. FOB: Destination MFR PART NR: Steris Corporation Model E 3043-1	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Sterilizer, Washer/Disinfector (2 ea) FFP Scheduled maintenance support for two each sterilizer, washer/disinfector at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model 444 Amsco Reliance Single Chamber, S/N 3614301002 and 3614301003. FOB: Destination MFR PART NR: Steris Corporation Model 444 Amsco relia	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Generators, Steam Electric (2ea) FFP Scheduled maintenance support for two each generators, steam electric at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model 0000-0009-CH13-801-501 (Amsco Power Pak), S/N: 25224 and 25227. FOB: Destination MFR PART NR: Steris Corporation Amsco Century/Milleni	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Unscheduled Maintenance and Spare Parts T&M Scheduled maintenance of one each Scanner, Computed Tomography at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Philips Healthcare, Model: Brilliance 16, S/N: 1361 FOB: Destination MFR PART NR: Philips healthcare Brilliance 16	1	Job		

TOT MAX PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	X-Ray System, Radiographic FFP Scheduled maintenance support for one each X-ray system radiographic at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Philips healthcare, Model: Optimus 65, Buky CS, S/N: 09010259 FOB: Destination	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	X-Ray System, Portable, Radiographic FFP Scheduled maintenance support for one each X-ray system, portable radiographic at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: General Electric healthcare, Model: AMX4, S/N: 964413WK9 FOB: Destination MFR PART NR: General Electric healthcare AMX4	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Reader, CR with Workstation FFP Scheduled maintenance of one each reader, CR Clearview CrM with workstation Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Fuji Medical Systems, Model: Clearview CrM (w/ console HW4VML1), S/N: 86721455 FOB: Destination MFR PART NR: Fuji Medical systems clearview CrM	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Sterilizer, Prevacuum (2 ea) FFP Scheduled maintenance support for two each sterilizer, prevacuum at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model E 3043-1 (Eagle 3000 Stage 3 medium (24"x36"x48")), S/N: 0112201-02 and 0112101-05. FOB: Destination MFR PART NR: Steris Corporation Model E 3043-1	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Sterilizer, Washer/Disinfector (2 ea) FFP Scheduled maintenance support for two each sterilizer, washer/disinfector at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model 444 Amsco Reliance Single Chamber, S/N 3614301002 and 3614301003. FOB: Destination MFR PART NR: Steris Corporation Model 444 Amsco relia	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Generators, Steam Electric (2ea) FFP Scheduled maintenance support for two each generators, steam electric at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Steris Corporation, Model 0000-0009-CH13-801-501 (Amsco Power Pak), S/N: 25224 and 25227. FOB: Destination MFR PART NR: Steris Corporation Amsco Century/Milleni	12	Months		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	<p>Unscheduled Maintenance and Spare Parts T&M</p> <p>Scheduled maintenance of one each Scanner, Computed Tomography at Camp Bondsteel, Kosovo in accordance with the performance work statement. Manufacturer: Philips Healthcare, Model: Brilliance 16, S/N: 1361</p> <p>FOB: Destination</p> <p>MFR PART NR: Philips healthcare Brilliance 16</p>	1	Job		
				TOT MAX PRICE	
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7500	<p>Contracting Manpower Report (CMR) FFP</p> <p>The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/.</p> <p>FOB: Destination</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: 0010486882-0002</p>	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7501 OPTION	Contracting Manpower Report (CMR) FFP The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/ . FOB: Destination FOB: Destination	1	Job		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7502		1	Job		
OPTION	Contracting Manpower Report (CMR)				
	FFP				
	The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the U.S. Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil/ .				
	FOB: Destination				
	FOB: Destination				

NET AMT

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		EUR		EUR
0002		EUR		EUR
0003		EUR		EUR
0004		EUR		EUR
0005		EUR		EUR
0006		EUR		EUR

0007	EUR	EUR
1001	EUR	EUR
1002	EUR	EUR
1003	EUR	EUR
1004	EUR	EUR
1005	EUR	EUR
1006	EUR	EUR
1007	EUR	EUR
2001	EUR	EUR
2002	EUR	EUR
2003	EUR	EUR
2004	EUR	EUR
2005	EUR	EUR
2006	EUR	EUR
2007	EUR	EUR
7500	EUR	EUR
7501	EUR	EUR
7502	EUR	EUR

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government

0007	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
7500	Destination	Government	Destination	Government
7501	Destination	Government	Destination	Government
7502	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2014 TO 30-JUN-2015	N/A	W3VA BDE HQS W3VA BDE HQS CAMP BONDSTEEL 09340 APO UNITED STATES 2569552468 FOB: Destination	W904LK
0002	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
0003	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
0004	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
0005	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
0006	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
0007	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK

1001	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
1002	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
1003	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
1004	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
1005	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
1006	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
1007	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2001	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2002	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2003	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2004	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2005	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2006	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
2007	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
7500	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
7501	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK
7502	POP 01-JUL-2016 TO 30-JUN-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W904LK

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.245-9	Use And Charges	APR 2012
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7006	Billing Instructions	OCT 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7994 (Dev)	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation)	FEB 2014
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
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
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (JULY 2013) ALTERNATE I (AUG 2012)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. ____ (Insert portion of labor rate attributable to profit.)

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: ____ (Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule); and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: ____ (Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert “None” if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert ‘None’.)

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: ____ (Insert a fixed amount for the indirect costs and payment schedule. Insert “\$0” if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert “Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert ‘None’).

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will be incurred in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously incurred, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

- (i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;
 - (ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—
 - (A) The original timecards (paper-based or electronic);
 - (B) The Contractor's timekeeping procedures;
 - (C) Contractor records that show the distribution of labor between jobs or contracts; and
 - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (iii) For material and subcontract costs that are reimbursed on the basis of actual cost—
 - (A) Any invoices or subcontract agreements substantiating material costs; and
 - (B) Any documents supporting payment of those invoices.
- (5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
 - (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
 - (iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after

the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) System for Award Management (SAM).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database;

(B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)

Addendum to Clause 52.212-4

A. In addition to FAR 52.212-4 (a), entitled: "INSPECTION AND ACCEPTANCE", the following shall apply:

Inspection and acceptance of services under this contract shall be performed by the Point of Contact (POC) of the Receiving Activity.

B. In addition to FAR 52.212-4 (c), entitled: "CHANGES", the following shall apply:

The Government reserves the right to issue unilateral modifications to effect administrative changes.

C. Paragraph (u) is hereby added: as an addendum to FAR 52.212-4:

(u) OTHER REQUIREMENTS.

A. Wide Area Work Flow (WAWF) Information

WAWF speeds up the payment processing time and allows the vendor to monitor payment status online. There are no charges or fees to use WAWF. “Only contractors who are registered and have an active account in the Central Contractor Registration (CCR) may be awarded a contract as a result of this solicitation, and all invoices and payments will be made using the WAWF system.”

In order for Defense Finance and Accounting Service (DFAS) to make payments, they need a contract, invoice, and a receiving report. DFAS looks for a contract in Electronic Data Access (EDA) and to see if an invoice and/or receiving report is received via Wide Area Work Flow (WAWF). Request for payments must be submitted electronically via the internet through the Wide Area Work Flow - Receipt and Acceptance (WAWF-RA) system at < <https://wawf.eb.mil> >.

DFAS: Wide Area Work Flow (WAWF-RA)
<<http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html>>

(1) COMBO Document –If the vendor submits a Combo Document (invoice/receiving report), then the invoice goes straight to DFAS and the receiving report is routed to the acceptor via the BPN number annotated on the Contract/Delivery Order (this is Input by the vendor when creating the document). It is imperative that the Point of Contact (POC) shown on the Contract/Delivery Order is registered In WAWF or the vendor will not be able to submit. When the acceptor accesses WAWF and accepts the receiving report, DFAS will process the receiving report against the Invoice to make payment to the vendor. When establishing the contract/delivery order, the Acceptor/Inspector Information needs to include the POC name, mailing address, e-mail, and phone number).

Please have your order number and invoice number ready when contacting DFAS about payment status. You can also assess payment information using the DFAS Vendor Pay Inquiry System (VPIS) website at <https://www.dod.mil/dfas/money/vendor>

THE FOLLOWING CODES WILL BE REQUIRED TO ROUTE YOUR RECEIVING REPORTS, INVOICES, AND ADDITIONAL E-MAILS CORRECTLY THROUGH WAWF.

CONTRACT NUMBER:

DELIVERY ORDER NUMBER:

TYPE OF DOCUMENT: COMBO

CAGE CODE:

INSPECT BY DODAAC: W907P0

SERVICE ACCEPTOR SHIP TO: W907P0

LOCAL PROCESSING OFFICE: N/A

PAY OFFICE DODAAC: W56FJV

(End of clause)

B. Electronic Fund Transfer: Payment for goods or services received shall be made by Electronic Fund Transfer (EFT).

Therefore each invoice must show the contract number and the following Banking Information:

Name of Receiving Bank:
 City and Country of Receiving Bank:
 SWIFT CODE
 Bank Transit Code (BLZ):
 Recipient's Account No.:
 IBAN No.:

(End of Addendum)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2014)

(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)).

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

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

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

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

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

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

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

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (12) 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).

___ (13) [Reserved]

___ (14)(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).

___ (15)(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.

___ (16) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

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

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

- ____ (iv) Alternate III (Jul 2010) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21)(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.
- ____ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ____ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ____ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ____ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ____ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)

____ (37)(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.)

____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (39)(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 (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

____ (42)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

____ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 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).

____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (48) 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)).

____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

X (52) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

_____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (54)(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) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

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

_____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

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

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

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

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

(End of clause)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$5,500** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$3,000**;

(2) Any order for a combination of items in excess of **\$3,000** or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 JULY 2017**.

(End of clause)

52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION (FEB 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by--

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Todd Stackhouse, 903rd Contingency Contracting Battalion, Theater Contracting Center, Europe, Unit 2152, APO, AE 09054 or at todd.m.stackhouse.civ@mail.mil or DSN: 314-483-5569.

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

<http://www.usacce.army.mil/wcc/links.htm>

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

``System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

``Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the System for Award Management (SAM) database" means that—

- (1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active."

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from 15 JULY 2014 through 31 JULY 2017.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

CCE 204-4005 CONVENTIONAL FORCES EUROPE (CFE) TREATY VERIFICATION INSPECTION (March 2005)

Contractor-owned or controlled structures and containers located on U.S. Government installations are subject to short-notice inspections by CFE treaty inspection teams. The Government will endeavor to provide the Contractor as much notice as possible in the event of such inspections. The contractor shall provide access to such structures and containers at the request of the Government. The Contractor shall report such inspections to the Contracting Officer in writing within ten (10) calendar days of completion of the inspection. Contractor-owned or controlled structures and/or containers on U.S. installations may have to be inspected to comply with the CFE treaty even if Contractor personnel are unavailable to provide access. Any costs borne by the Contractor or any impact on contract performance as a result of the inspection will be a matter of negotiation between the Contractor and the Contracting Officer.

CCE 225-4001 INSTALLATION CLEARANCE REQUIREMENTS (March 2005)

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will

be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

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

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

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Task Force Med

Location: Camp Bondsteel, Kosovo Building No: Hospital

DSN Phone No: 314-781-3146 Commercial Phone No: +381387743146

Installation Access Control Office:

Location: Camp Bondsteel, Kosovo Building No: Bondsteel badging office (David Tran)

DSN Phone No: 781-5010 Commercial Phone No: +377 44 506 756

**CCE-232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER
(March 2005)**

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

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

PWS

PERFORMANCE WORK STATEMENT (PWS)

Medical Equipment Maintenance

Camp Bondsteel, Kosovo

18 June 2014

Part 1

General Information

1. Introduction: This is a non-personnel services contract to provide Medical Equipment Maintenance for the Camp Bondsteel- Medical Treatment Facility (MTF). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Background: Services to be performed include all unscheduled service and scheduled service visits as required for all Contract Line Items (CLIN). The Contractor shall include troubleshooting, maintenance, preventive maintenance/scheduled parts replacement, testing, calibration, adjustments, and repair onsite and off-site in accordance with U.S. Healthcare and Joint Commission (JC) standards. All repair parts provided by the Contractor shall be covered by the terms and conditions of this contract. All work shall be performed in a professional manner by an authorized trained service representative. If any deficiencies are found due to negligence of the service representative, the contractor will be required to correct the deficiency to a fully operational status in accordance with manufacturer specifications at no additional cost to the U.S. Government.

1.2 Responsibilities: The Contractor shall assume responsibility for all requirements stated herein on the commencement date of the performance period. The Contractor shall perform as specified in this contract and under the direction of the Contracting Officer (KO). See also Paragraph 1.1 Introduction.

1.2.1 Work Responsibility: The Contractor shall perform all work and assume responsibility for planning, programming, administering, managing, and executing all functions necessary to provide the services specified in this PWS. The Contractor shall conduct work in accordance with this PWS and all applicable United States (U.S.) and local laws, regulations, standards and provisions,. The Contractor shall ensure that all work meets the level of service, performance standards, or tolerances specified in the PWS or in applicable referenced documents. Some services under this Contract may be performed at designated facilities, or portions of installations, by in-house Government personnel.

1.2.2 Administrative Responsibility: The Contractor shall perform all related administrative actions required to provide services or perform work such as material requisitioning, quality control (QC), financial control, meetings, and correspondence. The Contractor shall also maintain accurate and complete records, files, and libraries of documents to include all U.S. and local regulations, standards, provisions, codes, laws, technical manuals, and manufacturers' instructions and recommendations that are necessary and related to the functions being performed. .

1.3 Objectives:

1.3.1 Provide scheduled maintenance to maintain all medical equipment identified in the Contract Line Items for the Camp Bondsteel- Medical Treatment Facility (MTF) in accordance with manufactures guidelines.

1.3.2 Provide unscheduled maintenance and/or repair parts for all medical equipment identified in the Contract Line Items for the Camp Bondsteel- Medical Treatment Facility (MTF).

1.4 Functional Areas:

1.4.1 Biomedical Equipment Maintenance Services

1.4.2 Biomedical Equipment Repair.

1.4.3 Biomedical Maintenance Information Technology

1.5 Period of Performance: The period of performance shall be for a twelve (12) month Base Period and two twelve (12) month option periods. The Period of Performance reads as follows:

Base Period:	12Months
Option Period I:	12 Months
Option Period II:	12Months

1.6 Management and Administration:

1.6.1 Phase In /Phase Out Period: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the one month Phase In period. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date. There will not be a Phase Out Period.

1.6.2 Contractor Management: The Contractor shall provide a Point of contact (POC). The POC shall conduct overall management coordination and shall be the central POC with the Government for performance of all work under the PWS. The POC shall have the authority to make decisions on behalf of the contractors. At the Post Award conference, the Contractor shall submit to the COR, in writing, the name, title, office, home and mobile telephone number of the POC.

1.6.3 Contractor Responsiveness: The POC or designated alternate shall coordinate with the COR in regards to any service request within 48 hours.

1.6.4 Meetings, Conferences, and Briefings: RESERVED.

1.6.5 Hours of Operation: The Contractor will provide scheduled/unscheduled maintenance during normal workdays; Monday through Friday, between the hours of 0800-1700 except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings.

1.6.6 Recognized Holidays: Contractor is required to perform unscheduled services on life sustaining and/or mission sustaining equipment on holidays

1.6.7 Training Holidays: Reserved.

1.6.8 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. Contractor quality program must be accepted prior to the start of the Base Period. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.6.9 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the

performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.10 Place of Performance: Work to be performed under this contract will be at Camp Bondsteel, Kosovo Task Force Med Falcon Medical Treatment Facility. The exact equipment location within the facility will be provided once the Contractor's technician is on site.

1.6.11 Type of Contract: The government will award a Contract with Firm Fixed Prices CLINs for scheduled maintenance and a Time and Material CLIN for unscheduled maintenance and repair parts.

1.6.12 Security Program: Contractor personnel performing work under this contract are not required to maintain a specific security clearance level.

16.12.1. Operation Security (OPSEC). Prior to departing the Clinical Engineering Branch, the Government shall provide Contractor personnel with the required OPSEC briefing/orientation. The orientation shall include at a minimum:

16.12.2. Access to the Government's information system/network and information technology. The Government will ensure that all Contractor personnel receive appropriate information assurance (IA) training before being granted access to the firewall/VPN equipment that supports this Army AIS/network device and data transmission function.

16.12.3. The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all government data to ensure the confidentiality, integrity, and availability of encrypted data.

16.12.4. Special Requirements for PHI. Since this contract centers on the ability of Contractor personnel to access PHI on Government beneficiaries whose data is stored in the CHCS Archives, the MTFs require that the Contractor monitor, regulate, and limit the number of and extent to which their service personnel have access to the patient data passing through it.

16.12.5. Protected Health Information (PHI). PHI has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.

16.12.6. The Contractor agrees to use administrative, physical, and technical safeguards that ...protects the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract in compliance with **the Health Insurance Portability and Accountability Act**.

16.12.7. All personnel employed by the Contractor in the performance of this contract, or any Representative of the Contractor entering the installation, shall abide by all security regulations of the installation. The Government reserves the right to direct the removal of any representative for misconduct or security reasons. This action does not relieve the Contractor from performance of the contract requirements specified herein. The U.S. Government has the right to search any vehicle entering the installation.

1.6.13 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.14 Key Control: Reserved

1.6.15 Special Qualifications: The Contractor/Company must meet the following minimum qualifications:

1.6.15.1. Corporate Capabilities: The Company/Corporation must have at a minimum, experience in one of the following disciplines: Medical Equipment Maintenance or any Clinical or Biomedical Engineering Science and 5 years experience in the specified field of Clinical Engineering or the maintenance of medical equipment. They should be able to show from past performance their ability to repair, service and oversee the maintenance of medical equipment in accordance with OEM specifications and industry standards.

1.6.15.2. Technical Education: The Contractor's Technicians must possess at a minimum, an Associates Degree or equivalent in any biomedical maintenance or clinical engineering discipline from a reputable/accredited college, university or technical institution; or be a graduate of the U.S. Military Biomedical Equipment Maintenance Course (or equivalent) and have 3 years experience in the specified field. College Examples are: Regis College/University, Colorado Technical University, Texas State Technical College, etc.

1.6.15.3. The Contractor's service representatives will be trained and have a minimum of 2 years experience working on contracted equipment.

1.6.15.4. The Contractor shall communicate only in the English language regarding this contract.

1.6.16 Post Award Conference/Periodic Progress Meetings: Reserved.

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

1.6.18 Key Personnel: The follow personnel are considered key personnel by the government: the contractor services representative and contractor's services technician:

1.6.18.1 The Contractor's Technicians must possess at a minimum, an Associates Degree or equivalent in any biomedical maintenance or clinical engineering discipline from a reputable/accredited college, university or technical institution; or be a graduate of the U.S. Military Biomedical Equipment

Maintenance Course (or equivalent) and have 3 years experience in the specified field. College Examples are: Regis College/University, Colorado Technical University, Texas State Technical College, etc.

1.6.19 Identification of Contractor Employees: They must ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.19.1. Access to Work Site. Prior to the initial visit of a service technician, the Contractor must submit appropriate identification (i.e., copy of Passport, Driver License, etc.) for the purpose of obtaining an Installation Security Pass.

1.6.19.2. Once on-site at Camp Bondsteel, Contractor personnel will be escorted to the appropriate work site by U.S. Military personnel or a U.S. Government Employee.

1.6.19.3. Contractor personnel will be required to wear a U.S. Government issued installation pass on their outer garment at all times when on the installation

1.6.19.4. Sign-in and sign-out: After arrival on-site, all Contractor personnel must be signed-in and signed-out at the Medical Maintenance Section upon arrival and prior to departure.

1.6.19.5. Prior to and upon completion of “any” scheduled or unscheduled service, the contractor service representative must report to the NCOIC, Medical Maintenance Section or his/her designated representative.

1.6.20 Contractor Travel: NA

1.6.21 Other Direct Costs: NA

1.6.22 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.23 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor’s mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.24 Safety:

1.6.24.1 Safety Plan and Program: Safety inspections shall be performed during preventive maintenance in accordance with NFPA 99, Chapter 7. This regulation can be reviewed in full text at the hospital's Medical Maintenance Section. When required, the Contractor's personnel will comply with the Occupational Safety and Health Administration lockout/tagout standards while performing maintenance on equipment. The government and the Contractor's personnel will exchange hazard communication information before the commencement of any repair.

1.6.25 Environmental Compliance: Handling, storage and disposal of all hazardous material and equipment encountered in the execution of this contract will be in accordance U.S HAZMAT Federal Regulations .

PART 2 DEFINITIONS & ACRONYMS

2. Definitions And Acronyms:

2.1 Definitions:

Authorized Representative is defined as Contracting Officer and Contracting Officer Representative.

Calibration, Verification, Certification (CVC). Refers to checking and adjusting the accuracy of an imaging systems based to the manufacturers specifications. CVCs must be performed using the proper Test, Measurement, and Diagnostic Equipment (TMDE) based on the intervals identified by the manufacturer or after the replacement of critical repair parts that require CVC.

Center for Devices and Radiological Health (CDRH). This is a division of the FDA that regulates all radiation emitting products in the USA.

Contractor. In this contract this term is used to refer to the Company, Firm, Agency, Institution, Corporation, etc. and all its associated personnel, i.e., service representatives, service or repair technicians and field service engineers selected to perform the tasks under this contract will be referred to as the "Contractor".

Contracting Officer - A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

Contracting Officer's Representative (COR) - An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

Contract Discrepancy Report (CDR)/Non-Conformance Report. A formal report initiated by a Contracting Officer Representative (COR) and completed by the Contractor. It's issued to the contractor for nonperformance or when overall performance is unsatisfactory. The CDR requires the Contractor to explain, in writing, why his performance was unsatisfactory; how performance will be returned to a satisfactory level; and how recurrence of the problem will be prevented in the future.

Defective Service - A service output that does not meet the standard of performance associated with the Performance Work Statement.

Deliverable - Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

Equipment Schedule. This is the list of the equipment (Exhibit A) to be serviced and maintained under this contract. Equipment may be listed by Location, Make, Model, Serial Number, and Equipment Control Number (ECN).

Field Service Report (FSR). This is the "work order" or "service ticket" provided by the service technician or individual performing the maintenance and repair services. For this contract the Field Service Report must be in English and include at a minimum: Labor cost, man-hours expended, parts replaced, parts cost, Government Contract Number, start date/time and completion date/time. A file of all field service reports must be maintained by the Contractor for one year after the contract period ends.

Key Personnel - Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

Medical Treatment Facility (MTF). For this contract, a military hospital or outpatient clinic where licensed healthcare practitioners provide diagnostic, medical, and surgical services to eligible personnel.

Physical Security - Actions that prevent the loss or damage of Government property.

POC. Point of Contact. The person who has been designated by the Chief, Clinical Engineering to sign the Contractor in and out and monitor the Contractor's activity while performing at a Health Clinic.

Preventative Maintenance (PM's). The care and servicing of equipment for the purpose of retaining the equipment in a serviceable condition IAW manufacturer's maintenance specifications as listed in their technical literature. This inspection includes check for proper operation, detection and correction of incipient failures either before they occur or before they develop into major defects, and includes but are not limited to actions pertaining to periodic technical inspections, lubrication, adjustments, calibration, interior cleaning and replacement of worn or deteriorated parts.

Quality Assurance - The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

Quality Assurance Surveillance Plan (QASP) - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

Quality Control - All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

Quality Assurance. A methodology used by the US Government to ensure that the quality of goods and services received is acceptable in accordance with established standards and requirements of a contract.

Quality Control. A methodology used by the Contractor to ensure the quality of goods and services are provided.

Response Time. The elapsed working hours from the time a routine work request is received by the Contractor until the time service personnel arrive on the job site.

Subcontractor - One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

Scheduled Services are those actions relating to preventive maintenance, safety, calibration verification and certification of the system and its components.

Timely Repair. This is the standard repair time based on the industry standard.

Unscheduled maintenance and repair services are those services required to correct a malfunction. These services are routinely not performed during a scheduled preventive maintenance, safety or calibration service. However, if they are identified during these services they must be performed in an effort to prevent any further lost in system performance.

Up-time. Up-time is defined as the state when the system is usable and working according to the performance specifications of the original equipment manufacturer and available for use during service coverage hours. Percentage up-time is calculated as total hour's up-time in hours divided by the sum of total up-time and downtime in hours. Up-time will be calculated based on 90-day intervals.

Work Day - The number of hours per day the Contractor provides services in accordance with the contract.

Work Week - Monday through Friday, unless specified otherwise.

2.2 Acronyms:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CLIN	Contract Line Items
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
CVC	Calibration, Verification, and Certification
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative

COTS	Commercial-Off-the-Shelf
DODI	Department of Defense Instruction
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FSR	Field Service Report
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In Accordance With
JC	Joint Commission
KO	Contracting Officer
MEDDAC	Medical Department Activity
MTF	Medical Treatment Facility
NCOIC	Non Commissioned Officer In Charge
NFPA	National Fire Protection Association
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
OSHA	Occupational Health and Safety Administration/Act
Pam	Pamphlet
PAR	Performance Assessment Report
PM	Preventive Maintenance
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QA&I	Quality Assessment & Improvement
QC	Quality Control
TE	Technical Exhibit

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. Government Furnished Items and Services

3.1. General. The Government will provide, without cost to the Contractor, the facilities, equipment, materials and services listed below. The Contractor will maintain government furnished supplies, equipment and work areas in a safe, orderly and clean condition.

3.1.1. KFOR Badges. KFOR badges are the property of the US Government and use must be carefully maintained. Any attempt to misuse KFOR badges to gain access to KFOR base camps for reasons other

than related to this contract will result in the immediate removal of the contractor's employee from the base camp, confiscation of the KFOR badge, and prohibited re-entry.

3.1.2. Facilities. The Government will be responsible for maintaining the proper environment, including utilities and site requirements necessary for the equipment to function properly as specified by the original equipment manufacturer (OEM).

3.1.3. Equipment. No equipment will be provided.

3.1.4. Materials. See attachment #?? for materials provided under this contract. Materials will be provide when contractor arrives on site.

3.1.4.1. The Government will make available only operator's manuals for the equipment identified in the schedule.

3.1.4.2. DD Forms 2163 (Calibration Label): The Government will furnish DD Form 2163 (calibration label) when contractor arrives on site. The Contractor must complete, update, and sign/initial after each Calibration/Verification and validation service prior to departure from facility.

3.1.4.3. DD Form 2164 (X-ray Calibration/Verification/Certification Worksheet). The Government will furnish these documents which the Contractor must complete and sign after each calibration/verification service prior to departure from facility. DD Form 2164 will be provided when contractor arrives on site.

3.1.5. Services. The following services will be provided under this contract:

3.1.5.1. First-Call Services. First-call or First-responder services are programmed to be provided by trained in-house military or civilian personnel. However, in the event First-responder services are required by the Contractor, services will be in accordance with para 1.4.1.2. and 1.4.1.3.

3.1.5.2. The Government will provide the ability to process or display ultra sound and X-ray digital image via Computed Radiology (CR).

3.1.5.3. Lodging and Mess Support. These services will be provided when on-site maintenance support requires the service technician to perform overnight or for more than one day.

3.1.5.4. Transportation for on-site Support. When necessary and with prior coordination and approval, transportation support will be provided to and from the Pristina Airport for visiting service personnel.

3.1.5.5. Equipment shipped off-site must be requested through the COR and approved by the Hospital Commander.

3.1.6. Utilities. The Government will provide the normal range of utilities, electricity, water, heating, refuse collection, etc., as is provided for other personnel.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. Contractor Furnished Items And Responsibilities:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.1.2. Condition of Existing Equipment. The Contractor accepts full responsibility for the equipment described in the schedule in "as is" condition. Failure to inspect the equipment prior to contract award shall not relieve the Contractor from performance of the requirements of the contract. Contractor shall be responsible for any damages not noted in the inspection reports. Inspection shall happen prior to the start of contractor performance.

4.1.3. The Contractor shall furnish all required Special Tools, Diagnostic Software, Test Equipment, Schematics, Technical Documentation, Drawings, and Service Manuals required to maintain all the equipment identified in the schedule.

4.2. Updates. The Contractor is responsible for providing and installing all manufacturer designed and issued field modifications, safety corrections and revisions for correcting software and equipment deficiencies.

4.3. Spare Parts. All replacement parts shall be "new" or "remanufactured" and Quality Assurance (QA) tested by the manufacturer. Any exceptions must be approved by the Europe Regional Medical Command (ERMC) Clinical Engineering Representative or USAREUR Command Surgeon (CSURG). The Contractor shall be held liable for any damages that may result from not using manufacturer approved parts.

4.3.1. Glassware, X-ray Tubes, Camera Pick-up Tubes, Image Intensifiers and Ultrasound Transducers are covered at 100% of the repair cost under this contract. Note: Prior to replacement of any glassware the Contractor shall contact the COR for approval.

4.4. Accessories, Consumables and Operating Supplies. These are not considered repair parts or materials and will not to be furnished by the Contractor.

4.5. Test Equipment used during the calibration of X-ray equipment. The Contractor shall provide a list of all Test Equipment used during the calibration of X-ray equipment. The list must include the following:

- a) Make/Manufacturer
- b) Model (include model number)
- c) Serial Number
- d) Date of Last Calibration

4.6. Telephonic Support. The Contractor shall provide telephonic and electronic communications support at no additional cost during their normal business hours.

4.7. MISUSE OR ABUSE:

4.7.1. Claims of Government Misuse or Abuse. If the Contractor claims any service call is the result of Government abuse or misuse, the damage must be shown on the Field Service Report and a copy immediately forwarded to the COR for review. A request for a Financial Liability Investigation of Property Loss (FLIPL) shall be requested by the COR to determine the cause of the damage and liability.

4.8. Overtime. Reserved

PART 5 SPECIFIC TASKS

5.1 Scheduled Maintenance: The contractor shall provide non-personal service to include, but not limited to, providing all labor, personnel, travel, parts, special tools, test equipment, materials, supervision, unlimited telephonic support, remote diagnostics and other items necessary to maintain the equipment listed in the schedule, Technical Exhibit (1) in accordance with (IAW) industry standards, JC, and OEM specifications.

5.1.2. The Contractor shall be on-site for scheduled maintenance within two weeks of coordination with the COR to provide services. Scheduled services for preventive maintenance, lifecycle parts replacement, safety and calibration will be performed in accordance with the manufacturer's specifications. The Contractor shall have work completed within 48 hours after arrival on-site. Contractor shall provide status updates on repairs every 24 hours.

5.1.4. The Contractor shall notify the COR in writing if the equipment will be out of service for longer than 48 hours (from the time of service technician's arrival on site). The Contractor shall include the reason(s) for the delay in their written notification (i.e. parts non-availability, etc.).

5.1.5. The U.S. Government will make the equipment available to the contractor for servicing at such time and duration necessary to perform needed repairs either on-site or via VPN.

5.1.6. Prior to and after the performance of "any" service, the contractor's service representative "shall" report to the Medical Maintenance Section. When performing service at a section within the hospital (i.e., lab, X-ray, OR/ CMS, etc.) the service representative will report to the Non-commissioned Officer In-Charge (NCOIC), Officer In-Charge (OIC) or Technical Assistant (X-ray Technician).

5.1.7. Contractor shall be responsible for any damages related to mishandling of Government equipment.

5.1.8. All work shall be performed in a safe, efficient and professional manner.

5.1.9. The Contractor shall remove/dispose of all trash from the work areas and leave the surrounding work area clean.

5.1.10. The Contractor and US Government service technician shall confirm equipment is operational and the Contractor shall provide a copy of the field service report to the COR prior to departure. The government service technician will maintain a copy of the field service report and provide a copy to the COR and Joint Contracting Center Kosovo as needed.

5.1.11. Preventive maintenance and inspections shall be performed in accordance with the manufacturer's standards and procedures.

5.1.12. The Contractor's representative shall perform Preventive Maintenance Inspections (PMI & Scheduled Parts Replacement), Calibrations, Safety and unscheduled repair services in accordance with procedures prescribed by the equipment manufacturer.

5.1.13. The Contractor shall maintain the equipment in proper operating condition as described in the manufacturers' service manual.

5.1.14. Safety inspections shall be performed during preventive maintenance in accordance with NFPA 99, Chapter 7. This regulation can be reviewed in full text at the hospital's Medical Maintenance Section. When required, the Contractor's service representative will comply with the Occupational Safety and Health Administration lockout/tagout standards while performing maintenance on equipment. The government and the Contractor's service representative will exchange hazard communication information before the commencement of any repair.

5.1.15. Preventive Maintenance (PM). The Contractor will perform PM services in accordance with each OEM

5.1.16. Defects and malfunctions discovered during PM. Any defect or malfunction found during the PM process shall be included in the service report and immediate steps must be taken to execute a repair.

5.1.17. Preventive Maintenance (PM) includes the replacement of faulty and worn parts and/or parts which are likely to become faulty, fail, or become worn before the next PM Service.

5.1.18. If the scheduled PM requires a PM Kit, the Contractor must provide and install per manufacturer recommendation or have it installed by an in-house service technician as a first-call service. This type service shall be referred to as a Scheduled Parts Replacement (SPR).

5.1.19. All services affecting the X-ray system's calibration shall be documented on the following forms:

a) DD Form 2164, X-Ray Verification/Certification Worksheet. The Contractor shall complete this form in accordance with instructions provided in TB 38-750-2 if the equipment requires such documentation. A continuation sheet shall be attached to the DD Form 2164 indicating the manufacturer, model, serial number and date of the calibration expiration of all items of test, measurement, and diagnostic equipment used to perform the calibration. The required forms and extracts from pertinent directives will be furnished to the contractor by the government. Procedures for completing DD Form 2164 can be provided by the Medical Maintenance Section.

b) DD Form 2163, Medical Equipment Verification Label (must updated and initialed by the Contractor).

c) Local Forms as provided by the MTF. All required documentation will be supplied by the supporting MTF.

5.1.20. The Contractor's representative shall attach and complete or update a DD Form 2163 (calibration sticker), entitled "Medical Equipment Verification/Certification" to the equipment upon completion of calibration services. The DD Form 2163 will be provided to the contractors' representative by the Medical Maintenance Section. If the DD Form 2163 is already attached to the equipment, the contractors' representative shall update the existing DD Form 2163. Procedures for updating the DD Form 2163 will be provided by the Medical Maintenance Section.

5.1.21. The Contractor shall furnish all software upgrades and updates issued by the equipment manufacturer.

5.1.22. The Contractor shall have access to all necessary diagnostic software.

5.1.23. If the Contractor's calibration equipment produces a printed summary of the calibration procedure used, attach the printed summary to the DD Form 2164. Ensure the heading of the DD Form 2164 is filled out and the form is properly signed.

5.2 Unscheduled Maintenance:

5.2.1 The Contractor shall be on-site for unscheduled maintenance within 48 hours of coordination with the COR to provide services. The Contractor shall have work completed within 48 hours after arrival on-site. Unscheduled maintenance shall include any unscheduled repairs, non-lifecycle parts replacement and lifecycle equipment installation and removal.

5.2.2. The Contractor shall notify the COR in writing if the equipment is out of service for longer than 48 hours (from the time of service technician's arrival on site). The Contractor shall include the reason(s) for the delay in their written notification (i.e. parts non-availability, etc.).

5.2.3. The U.S. Government will make the equipment available to the contractor for servicing at such time and duration necessary to perform needed repairs either on-site or via VPN.

5.2.4. Prior to and after the performance of "any" service, the contractor's service representative "shall" report to the Medical Maintenance Section. When performing service at a section within the hospital (i.e., lab, X-ray, OR/ CMS, etc.) the service representative will report to the Non-commissioned Officer In-Charge (NCOIC), Officer In-Charge (OIC) or Technical Assistant (X-ray Technician).

5.2.5. Contractor shall be responsible for any damages related to mishandling of Government equipment.

5.2.6. All work shall be performed in a safe, efficient and professional manner.

5.2.7. The Contractor shall remove/dispose of all trash from the work areas and leave the surrounding work area clean.

5.2.8. The Contractor and US Government service technician shall confirm equipment is operational and the Contractor shall provide a copy of the field service report to the government service technician prior to departure. The government service technician will maintain a copy of the field service report and provide a copy to the COR and Joint Contracting Center Kosovo as needed.

5.2.9. Deinstallation: The Contractor shall deinstall the designated equipment when directed by the COR. COR shall provide 2 week lead time before Deinstallation is to begin. Deinstallation shall be in such a manner that facilitates reassembly/installation, i.e., cables are not cut, components are wrapped in plastic, component ID tags are attached, equipment is place on pallets, and relocate to a designated area in the hospital as directed.

5.2.10. Installation: The Contractor shall install government provided medical equipment Equipment when directed by the COR. COR will provide a two (2) week lead time before Installation is to begin Maintenance support and services will continue for this item will continue on this contract under the CLIN for the equipment replaced after installation. If the contractor intends to change the scheduled maintenance pricing under sate CLIN, they must notify the Contracting Officer in writing before any Deinstallation or Installation services take place.

5.2.10.1. After any installation, the Contractor shall perform a complete system calibration and preventive maintenance service to ensure optimum system performance.

5.2.1.4. Windows 7 Operating System (OS). The Fuji CR Reader Console/Workstation shall be upgraded and configured with the latest FDX platform Windows 7 software.

5.3 Spare Parts Ordering:

5.3.1. The Contractor shall ship repair parts for repairs, for repairs within the Government technicians skill level, within 48 hours of coordination with the COR. The repair parts shall be shipped at the direction of the COR and be track-able. The Contractor shall furnish all spare parts on a cost-reimbursable basis.

5.4. The Contractor shall only accept calls for service/repairs from the authorized representative listed in separate letter.

5.5. Sign-in and sign-out: After arrival on-site, all service technicians must be signed-in and signed-out at the Medical Maintenance Section upon arrival and prior to departure.

5.5.1. Prior to and upon completion of “any” scheduled or unscheduled service, the contractor service representative must report to the NCOIC, Medical Maintenance Section or his/her designated representative.

5.6. Field Service Reports (FSRs):

5.6.1. Within one (1) working day after completion of a repair or service, the Contractor’s representative will furnish one (1) copy of the FSR for all services performed to COR. The service report shall be in English, legible and shall contain, as a minimum, the following information:

- (1) Location and Services Performed
- (2) Equipment Control Number (ECN) (if applicable)
- (3) System Name, Model, and Serial Number
- (4) What Systems or Components Failed (reason for call)
- (5) Start and Completion Date/Time
- (6) Name and Signatures of Service Technician and Customer
- (7) Part Numbers, Nomenclatures, Quantities and Prices of Replaced Parts

5.7.2. In the event all necessary information is not available to the service technician at the time of completion of service, an initial service report will be generated and include all available information. The Contractor shall provide/fax/e-mail a legible, (preferably typed) copy of the remainder of the required information in English to the COR within 3 days after completion of service.

5.7. The Use of Mobile Phones And 2-Way Radios:

5.8.1. The use of mobile phones and 2-way radios is expressly forbidden in certain areas of the Hospital. The Contractor will not use mobile phones or radios in areas where they are off-limits.

5.8. Receipt of Services:

5.8.1. Receipt of services will be acknowledged after receipt of all completed service reports. Receiving reports will not be prepared and submitted if there is an inquiry about a delinquent service report from the Hospital.

5.8.2. The POC for technical questions is the Contracting Officer's Representative (COR). Services to be acknowledged by receipt of service reports and invoices submitted to and acknowledged by the appointed COR.

5.9. Smoking. Smoking is prohibited within the hospital its departments or sections and within 15 meters of any hospital building.

5.10. PERFORMANCE ASSESSMENT REPORTING:

5.10.1. A year-end performance rating will be entered into the Government's Contractor Performance Assessment Reporting System (CPARS) by the Contracting Officer. CPARS collects Contractor Past Performance Information (PPI), and is one of the tools which support Army effort to acquire best value. PPI may be used to evaluate performance risk in source selection. It may also be used to aid in determining potential sources (e.g. market research), developing contracting and acquisition strategies, and determining contractor responsibility. Additionally, the collection of PPI facilitates regular communications between government and contractor concerning performance on current contracts. The feedback provided by the government to the contractor in collecting PPI, and knowledge that PPI will be used in future source selection decisions, should result in improved performance and a greater contractor focus on customer satisfaction.

5.11 Functional Areas: Biomedical Maintenance and Repair

5.12 Contractor Manpower Reporting Application (CMRA): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://Contractormanpower.army.pentagon.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also know as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed

in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

**PART 6
APPLICABLE PUBLICATIONS**

6. Applicable Publications (Current Editions):

6.1 Contractor Adherence: The contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. The following is a list of basic publications applicable to this contract. Current issues of many DA publications can be accessed at <http://www.usapa.army.mil> . Current issues of many forms can be accessed via “google.com” or at <http://www.usapa.army.mil> . Publications and forms not on the internet can be obtained from the MTF.

6.1.1. The Publications have been coded as mandatory or advisory. The contractor is obligated to follow those coded as mandatory only to the extent they apply to this contract. Supplements, amendments or changes to these mandatory publications may be issued during the life of the contract. Advisory publications may be used for information and guidance, but are not binding for compliance.

6.2. PUBLICATIONS.

6.2.1. Mandatory:

6.2.1.1. 21 CFR 1020.30, Federal Performance Standard for Diagnostic X-Ray Equipment.

6.2.1.2. NFPA 99, Chapter 7, Standard for Health Care Facilities

6.2.1.3. TB 38-750-2, Maintenance Management Procedures for Medical Equipment.

6.3. The following is a listing of required Department of Defense Forms:

DD 2163 - Medical Equipment Verification/Certification

DD 2164 - X-Ray Verification Certification Worksheet

Performance Requirements Summary

PERFORMANCE OBJECTIVE	STANDARD	PERFORMANCE THRESHOLD	METHOD OF SURVEILLANCE
1) PWS Part 1 Section 1.6 Management and Administration Contractor is required to perform unscheduled services on life sustaining and/or mission sustaining equipment on	Monthly COR PRS inspection checklist Pass / Fail criteria. Document Number:	100 Percent Compliant Rate	100% Inspection of COR PRS Inspection Check
2) PWS Part 1 Section 1.6 Management and Administration Contractor shall comply with PWS provisions relating to Management and Administration processes.	Surveillance Process Audits	< 1 Technical discrepancies	Periodic Inspection
3) PWS Part 3 Government Furnished Item and Services The Contractor will maintain government furnished supplies, equipment and work areas in a safe, orderly and clean condition.	Monthly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Compliant Rate	100% Inspection of COR PRS Inspection Check

4) PWS Part 3 Government Furnished Items and Services Contractor shall comply with PWS provisions relating to Government Furnished Items and Service processes.	Surveillance Process Audits	0 Safety/Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection
5) PWS Part 4 Contractor Furnished Items and Services The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not	Monthly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Compliant Rate	100% Inspection of COR PRS Inspection Check
6) PWS Part 4 Contractor Furnished Items and Services Contractor shall comply with PWS provisions relating to Contractor Furnished Items and Services processes.	Surveillance Process Audits	< 1 Technical iscrepancies	Periodic Inspection
7) PWS Part 5 Specific Tasks The contractor shall provide non-personal service to include, but not limited to, providing all labor, personnel, travel, parts, special tools, test equipment, materials, supervision, unlimited telephonic support, remote diagnostics and other items necessary to maintain the equipment listed in the schedule, Technical Exhibit (1) in accordance with (IAW) industry standards, JC, and OEM specifications.	Monthly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Compliant Rate	100% Inspection of COR PRS Inspection Check
8) PWS Part 5 Specific Tasks Contractor shall comply with PWS provisions relating to Specific Tasks processes.	Surveillance Process Audits	0 Safety/Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection
9) PWS Part 6 Applicable Publications The contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.	Monthly COR PRS inspection checklist Pass / Fail criteria. Document Number:	>95 Percent Compliant Rate	100% Inspection of COR PRS Inspection Check
10) PWS Part 6 Applicable Publications Contractor shall comply with PWS provisions relating to Applicable Publications processes.	Surveillance Process Audits	0 Safety/Environmental Discrepancies < 1 Technical Discrepancies	Periodic Inspection

Annex 409-AI-A-00-01, Templates
Quality Assurance

CLAUSES INCORPORATED BY REFERENCE

52.209-7 Information Regarding Responsibility Matters
52.212-1 Instructions to Offerors--Commercial Items

JUL 2013
APR 2014

ADDENDUM TO 52.212-1
ADDENDUM TO 52.212-1

Addendum to 52.212-1 - INSTRUCTIONS FOR WRITTEN SUBMITTALS

INSTRUCTIONS TO OFFERORS

Paragraph (b) is supplemented as follows:

(b) Submission of Offers. The following instruction to offerors is to ensure sufficient information necessary for the Government to fully understand and evaluate the proposals submitted. The Government intends to award a Firm Fixed-Price (FFP) contract for this requirement.

1. GENERAL.

- a) A representative of the firm authorized to commit the firm to contractual obligations must sign the proposal.

2. DELIVERY OF PROPOSALS. PROPOSAL SUBMISSIONS. Submission of proposals shall be sent via email to Mr. Todd Stackhouse, Contracting Officer, email: todd.m.stackhouse.civ@mail.mil and CPT Magen Mckeithen, Contract Specialist, email: magen.l.mckeithen.mil@mail.mil. The subject of the email shall be: "W912SR-14-T-0004" – Proposal."

- a. Contractors shall complete blocks 12 (if applicable), 17a, 30a, 30b, and 30c on page 1 of the SF 1449. In doing so, the contractor agrees to the contract terms and conditions as written in the Solicitation, with attachments.
- b. Contractors shall insert proposed unit ("UNIT PRICE") and extended prices ("AMOUNT") in Pricing Schedule. Contractor shall also fill in the yellow cells in the pricing exhibit.
- c. The offeror shall not simply rephrase or restate the Government's requirements, but shall provide convincing rationale to address how the offeror intends to meet the requirements.

3. QUESTIONS PERTAINING TO THE REQUEST FOR PROPOSAL (RFP)/SOLICITATION.

All questions shall be submitted to all of the individuals listed above in item 2 no later than 5 working days before offers are due. The subject of the email shall be: "W912SR-14-T-0004" Questions." Questions shall annotate a reference to the specific solicitation element to which they pertain. All questions will be taken into consideration and answered appropriately.

4. DETAILED PROPOSAL INSTRUCTIONS. All proposals, questions, and correspondence, SHALL BE submitted in the ENGLISH language only. Offers submitted in a language other than English will not be evaluated. The use of hyperlinks in proposals is prohibited. Offeror's proposal information shall be confined to the appropriate volume to facilitate independent evaluation. Proposals that do not follow these guidelines or that do not include the requested minimum information may be eliminated from further consideration for award.

The following page limitations shall be strictly adhered to:

Section	Section Title	Page Limit/	Number of copies required
I	Solicitation (page 1 of the SF 1449) and all amendments, offer documents including CLIN pricing, Other Than Certified Cost or Pricing Data, and all applicable representations/certifications	No Page limit	Electronic
II	Technical	30 Pages (not including any attached charts, matrices, or graphs)	Electronic

III	Past Performance	10 Pages	Electronic
------------	-------------------------	----------	------------

Electronic proposals provided via e-mail shall be submitted in Microsoft Word, Excel format, Adobe Acrobat (.pdf), or as indicated elsewhere. WINZIP (.zip) files cannot be accepted as they are routinely blocked by the domain firewall. Proposals that are sent in multiple e-mails shall be numbered to include the total sent, for example "2 of 6."

All Contractor proposals with company identifying information (name, logo, stamp, etc...) shall be limited to the cover of the submitted proposal of each section with the exception of SF 1449. This includes technical submittals and schedules provided with the proposal. Failure to do so may render your proposal unacceptable and therefore may not be evaluated.

5. PROPOSAL FORMAT AND CONTENT:

The Government will evaluate the proposal using only the information provided with the proposal. Failure of an offeror to submit detailed information sufficient to evaluate the offer, as stipulated herein, may result in a rating of unacceptable.

Format: The submission shall be clearly indexed, logically assembled, and clearly identified. A page, for purposes of this request for proposal, is defined as one side of standard 8 1/2" x 11" sheet of paper, font size (12), proportional spacing permissible, 1 inch margin on all sides, single spaced. All pages of each volume shall be appropriately numbered and identified by solicitation number in the header and/or footer. Each paragraph shall be separated by at least one blank line. A Table of Contents shall be created, which outlines the contractor's proposal submission. Information printed on charts and graphs may be a smaller font; however, the information must be legible. For ease of reference, consecutive page numbering with tabs is requested. Only Volume I, the price/cost proposal, shall contain price information. All other proposal parts shall be void of price information. Any charts or graphs must be clearly legible, regardless of font size. Pages without information (blank pages) do not need to be numbered and shall not be reflected as page count.

Offerors shall prepare and submit their proposals in the following manner:

- a. **Section I.** The signed and dated Standard form 1449 and acknowledgement of all RFP/Solicitation amendments plus:
- 1. A completed copy of the representations and certifications at FAR 52.212-3 or a copy of the first page of the contractor's ORCA (Online Representations and Certifications) at <https://orca.bpn.gov/>.
 - 2. 52.209-7 Information Regarding Responsibility Matters (Jan 2011)
 - 3. 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.
 - 4. 252.247-7022 Representation of Extent of Transportation by Sea
 - 5. 252.229-7001 Alt 1 Tax Relief (only complete this clause if applicable)

Pricing Factor:

- CLINs 0001- 0006, 1001-1006, and 2001-2006 will be firm-fixed-price in EUROS. Offerors shall fill in the **Yellow** cells with their proposed unit pricing.
- CLINs 0007, 1007, and 2007 will be a Time & Material for Unscheduled Maintenance. Offerors shall enter their proposed labor rate in the **Yellow** cells in the row titles "labor". Offerors shall enter their proposed material handling rate as a Percentage (%) of the cost of the parts being shipped. Offerors shall enter their rates in the **Yellow** cell in the row titled "Material handling rate.
- Offerors shall enter their proposed CMR CLIN Cost in the **Yellow** cell in the row titled "Contract Manpower Reporting. If offerors do not intend to charge for CMR they should enter a zero (0).

- b. **Section II.** Technical Factor: In order for the Government to determine a proposal to be technically acceptable, the following technical information shall be submitted:

SubFACTOR 1 - Qualifications:

Offerors must demonstrate they are a qualified Clinical or Biomedical Engineering company or have subcontracted with a qualified Clinical or Biomedical Engineering company.

SubFACTOR 2 – Experience:

Offerors must demonstrate they have performed the following functions within the past 5 years:

- Deinstallation and installation of X-ray and Computed Radiology equipment.
- Provide the required software upgrades, repair parts, and supplies.
- Work in compliance with the Joint Commission’s Standard for medical equipment and hospital accreditation.
- Furnish all software upgrades and updates issued by the equipment manufacturer to include execution of Field Change Orders (FCOs).

SubFACTOR 3 - Personnel:

Offerors must demonstrate they have Contractor/Service Technicians have minimum 2 years experience and certified/trained to service the type of equipment in the schedule.

- c. **Section III.** Past Performance Factor. Offerors shall provide a list of applicable contracts within the last five (5) years, which are relevant to the services as outlines in the PWS.

Relevant past performance is defined as experience in performing the same or similar services within the past 6 years. Similar means those contracts performed outside the United States under similar capacity consideration and level of importance.

The Government is not bound by the offeror’s assessment of relevancy.

- (1) Section 1 – Contract Descriptions: This section shall include the following information in the following format:

- (a) Contractor/Subcontractor CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, telephone and fax numbers).
- (b) Government/commercial contracting activity, current address, POC name, e-mail address and telephone number.
- (c) Contract number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Task and Delivery Order Numbers.
- (d) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc...) In the case of Indefinite Delivery contracts, indicate specific type

(Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc).

(e) Awarded price/cost.

(f) Period of Performance.

(2) Section 2 – Past Performance: Offerors shall provide a brief but thorough narrative explanation of each contract listed in “(1) Section 1 - Contract Descriptions,” detailing how the effort is relevant to the requirements of this solicitation.

(a) Past Performance Evaluation Questionnaire: For all contracts identified in Section 1 above, the contracting office will send Past Performance Questionnaires to the references identified in Section 1 (b) above.

6. Period of Acceptance of Proposals/Offer.

a. Solicitation will be posted until the offer due date as indicated in block 8 of the SF 1449.

b. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers.

7. This request for proposal does not commit the Government to pay any costs incurred in the preparation and submission of offerors proposals/bids or in making any necessary studies for the preparation thereof, or for any visit the Contracting Officer may request for the purpose of clarification of the proposal or for preparation for negotiations.

Paragraph (c) is replaced as follows:

Period for Acceptance of Proposals/Offer. The suppliers/offeror agrees to hold the prices in its proposal firm for 60 calendar days from the date specified for receipt of proposals/offers.

Paragraph (f) is supplemented as follows:

Late submissions, modifications, revisions, and withdrawals of offers: Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation in accordance with FAR 15.208, Submission, Modification, Revision, and Withdrawal of Proposals. The time specified in the solicitation for receipt of offers is local time, Kaiserslautern, Germany (Central European Time).

Paragraph (h) is replaced as follows:

Multiple Awards. Only one award will be made and multiple awards will not be considered.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) 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.

(ii) 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.

(2) Examples. (i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are . (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(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)

ADDENDUM TO 52.212-2

ADDENDUM TO 52.212-2

Addendum to 52.212-2

BASIS FOR AWARD:

The Government anticipates awarding a contract resulting from this Request for Proposal (RFP)/Solicitation under FAR Parts 12 and 15 to the responsible offeror whose offer conforms to the RFP/Solicitation and whose offer represents the best value to the Government using a lowest price technically acceptable source selection process. Award will be made on the basis of the lowest Total Evaluated Price (TEP) meeting the technical acceptability standards as described in the solicitation. Technical acceptability will be based on a contractor submitting an offer that demonstrates the contractor's ability to comply with all of the requirements listed in the RFP/Solicitation and Performance Work Statement/Specifications.

A. Factor I - Technical

1. The technical factor ratings reflect the acceptability or unacceptability of the offeror's proposal and will be evaluated using the ratings below. Each proposal shall contain the information required for evaluation in accordance with the evaluation factors and criteria identified in this plan and contained in the solicitation. Evaluations will be based on the proposal as submitted, not on any presumed knowledge about the offeror. Offers that do not conform to the requirements of the RFP/Solicitation may be rejected without further evaluation, deliberation, or discussion. Proposals will be evaluated for technical acceptability based on the technical acceptability standards below:

(a) **Technically Acceptable:** Proposal clearly meets the minimum requirements of the solicitation.

(b) **Technically Unacceptable:** Proposal does not clearly meet the minimum requirements of the solicitation.

2. The technical evaluation provides an assessment of the offeror's approach to satisfy the Government's requirements as described in the PWS. Each technical factor will be rated separately.

SubFACTOR 1 - Qualifications:

The subfactor is met when the offeror provides certification showing they are a qualified Clinical or Biomedical Engineering company or provides the certifications of their intended subcontractor with a letter of commitment from the subcontractor.

SubFACTOR 2 – Experience:

The subfactor is met when the offeror provides current or previous contracts, with current Point of Contact (POC) information for those contracts, within the past 5 years. These contracts must demonstrate the offeror or their proposed subcontractor have performed all of the following:

- Deinstallation and installation of X-ray and Computed Radiology equipment.
- Provide the required software upgrades, repair parts, and supplies.

- Work in compliance with the Joint Commission’s Standard for medical equipment and hospital accreditation.
- Furnish all software upgrades and updates issued by the equipment manufacturer to include execution of Field Change Orders (FCOs).

The contracts and POCs provided for Subfactor 2 will be used for the Past Performance Evaluation in Factor III.

SubFACTOR 3 - Personnel:

The subfactor is met when the offeror is met when they provide a resume and certifications of the person who will be performing the services on this contract. Their resume and certificaions must show the following:

- They are certified/trained to service the type of equipment in the schedule
- They have at least 2 years of experience within the Clinical or Biomedical Engineering field
- They have performed all of the following functions:
 - o Deinstallation and installation of X-ray and Computed Radiology equipment.
 - o Provide the required software upgrades, repair parts, and supplies.
 - o Work in compliance with the Joint Commission’s Standard for medical equipment and hospital accreditation.
 - o Furnish all software upgrades and updates issued by the equipment manufacturer to include execution of Field Change Orders (FCOs).

B. Factor II: Past Performance.

The past performance evaluation factor assesses the degree of confidence the Government has in an offeror’s ability to perform services that meet the requirement, based on a demonstrated record of successful performance. The past performance information presented by offerors, along with other sources available to the Government, for example, Federal Awardee Performance and Integrity Information System (FAPIIS), will be the basis of evaluation of this factor. The offeror’s past performance must be recent and relevant to be rated acceptable. Recent is defined as past performance performed within the last five (5) years based on the date of solicitation. The offeror’s past performance will be evaluated for relevancy and rated “Relevant” or “Not relevant.”

“Relevant” means present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. “Not Relevant” means present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. Relevant past performance is defined as experience in performing the same or similar services. Similar means those contracts performed with the same scope, magnitude and complexity.

Past Performance Evaluation Ratings

Rating:	Description:
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.
Note: In the case of an offeror without a record of relevant past performance or for whom information on past	

performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

C. Factor III: Price

1. A price analysis will be performed on each proposal and will be evaluated for completeness, reasonableness, and balance. The evaluation criteria definitions are provided below:
 - a) **Completeness.** An accurate reflection, within the price proposal, of all aspects of the price proposal; offeror compliance with the price preparation instructions in Addendum to FAR Clause 52.212-1 in the Request for Proposal(RFP); and offeror compliance with all other applicable directions in the RFP.
 - b) **Price Reasonableness.** Price reasonableness will be determined based on the techniques and procedures as defined in FAR 15.404-1.
 - c) **Unbalanced pricing:** Unbalanced pricing exists when, despite an acceptable total evaluated price, the price for one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. Unbalanced pricing may indicate an offer error and/or a misunderstanding of the contract requirements by the offeror. Based on the analysis performed, a determination will be made on the appearance of unbalanced or balanced pricing for each proposal.
 - d) The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. To account for the option period(s) possible under Clause 52.217-8 (maximum six months), Option to Extend Services, the Government will take the price for all CLINs of the final option period, prorate it to a six-month value, and add it to the sum of all CLINs (base plus all option periods). This amount will be the total evaluated price. 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 options.

(End of Addendum provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2013)
ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

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

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

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

Inverted domestic corporation, 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 small business concern" means a small business concern—

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

(b) (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 SAM website.

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

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

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

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

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

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

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

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

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

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

Note 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 [] is, [] 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 [] is, [] 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 [] is, [] 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:

(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 SAM 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.

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.) (The offeror shall check the category in which its ownership falls):

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--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.)

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, Panamanian, 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, Panamanian, 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, Panamanian, 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) or 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, Panamanian, 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, Panamanian, 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 the offeror and/or any of its principals—

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
—	—
—	—
—	—

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

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

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

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

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

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at 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;

(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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Hybred contract with Firm Fixed Price (FFP) CLINS for Scheduled Maintenance and a Time & Material CLIN for Unscheduled Maintenance and ordering of spare part contract resulting from this solicitation.

(End of provision)

CCE 233-4000 INDEPENDENT PROTEST REVIEW OFFICIAL (March 2005)

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

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

CCE.233-4002 AMC-LEVEL PROTEST PROGRAM (December 2008)

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

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

Packages sent to FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Provision)