

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 43		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER N3654A-12-R-6000		6. SOLICITATION ISSUE DATE 13-Mar-2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME STEPHEN M. PHILLIPPI			b. TELEPHONE NUMBER (No Collect Calls) 311-824-4024		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 13 Apr 2012	
9. ISSUED BY COMB JT TASK FORCE HORN OF AFRICA PSC 831 BOX 0013 FPO AE 09363  TEL: 311-824-4760 FAX:		CODE N3654A	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: 561210		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 type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO CAMP KASENYI LT KIESZEK CAMP KASENYI ENTEBBE TEL: 824-9431 FAX:		CODE	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
<b>SEE SCHEDULE</b>								
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 <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <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><b>SEE SCHEDULE</b></p>					

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

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

INFORMATION TO OFFERORS  
INFORMATION TO OFFERORS

Offers are due at the ISSUED-BY office, shown in block 9 as stated in the "OFFER DUE DATE" block on page 1 of this document.

Local Time means East African Time.

**Please return only those pages where entries have been made.**

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**AVAILABILITY OF FUNDS**

**Funds are NOT presently available for this acquisition. No contract award will be made until appropriated funds are made available. (Funds should be available within 90 days)**

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**OFFERS IN THE ENGLISH LANGUAGE:**

**Clause 52.214-34 (Submission of offers in the English Language) is incorporated herein and offerors are required to provide their offers/comments in the English language. Non-compliance may result in rejection of offers.**

The following information must be provided/completed with your offer: Point of Contact E-mail address:

Dun & Bradstreet (DUNS Number):

NATO Commercial & Governmental Entity (NCAGE) Code:

TAX ID (US firms only):

Registered in CCR:  Yes  No

Please note that if you are not CCR registered, your offer may be rejected. (As prescribed in FAR clause 52.204-7) Make sure your status is ACTIVE.

Information to register can be found at: <http://www.ccr.gov/>

Complete the following clauses:

FAR clause 52.212-3 (ALT I) "Offeror Representations and Certifications"  
(This clause does not have to be completed if you are ORCA registered, at (<https://orca.bpn.gov/>))

DFARS clause 252.229-7001 "Tax Relief"

Complete pricing for each CLIN or Sub-CLIN as required without TAXES  
Including ALL shipping charges, **FOB Destination**.

**INTEGRITY AND BUSINESS ETHICS:**

The Contracting Officer reserves the right to request additional information to substantiate that a firm has a satisfactory record of integrity and business ethics in order to make a determination of responsibility IAW FAR 9.104-1(d) before award. A firm's failure to provide substantiating evidence of a satisfactory record of integrity and business ethics to the Contracting Officer will result in a determination of non-responsibility.

**POC:**

Point of contact for this action is the Contract Specialist, shown below:

**e-mail:** [stephen.phillippi@usafricom.mil](mailto:stephen.phillippi@usafricom.mil)

**office:** +253 21 305 099

**Alternate POC is SFC Cathleen Stadler-Frazier,**

**e-mail:** [Cathleen.stadler-frazier@usafricom.mil](mailto:Cathleen.stadler-frazier@usafricom.mil)

**office:** +253 21 305 099

**BASIS OF AWARD****A. SUBMISSION REQUIREMENTS**

**1. Introduction.** The entire offeror's submission shall be submitted via electronic mail to the address stated in Block 9 of the Standard Form 1449. The email subject line on all proposals should be labeled as "**N3654A-12-R-6000.**" Proposals not received by the date and time specified herein must be rejected as Late. The offeror's proposal shall be submitted by 10:00AM (East African Time) on the date specified in Block 8 of the SF1449.

**2. Submission Volumes.**

a. Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header or footer. A table of contents should be created. Paper size shall be 8 ½ x 11 inches, or DIN A4 one-sided typed or printed using standard size fonts not less than 10. The total page count of Volume I shall not exceed **20 pages.**

b. Content Requirements. All information shall be confined to the appropriate volume and shall be in the **English language.** The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Proprietary and/or business sensitive information shall be clearly marked.

c. The following shall be included: Volume Number Name

I. Technical Submission (**Note: The technical submission must not contain any references to PRICE.**)

II. Price Proposal

**NOTE:** Offerors who fail to submit their proposal in accordance with prescribed instructions may be rejected.

**3. Volume I: Technical Submission**

**The information submitted in the technical submission will be used to evaluate an offeror's technical acceptability in each Factor.**

The following items shall be submitted as part of Volume I:

Tab 1. Evaluation Factor 1. Technical Capability to Perform

Tab 2. Evaluation Factor 2. Past Performance

**a. Tab 1 (Evaluation Factor 1). Technical Capability to Perform**

Offeror's technical proposal shall submit a clear and logical technical approach that demonstrates their understanding and ability to meet the requirement. The Offeror may use any logical format that illustrates their understanding of the requirements and the ability to meet all required tasks as detailed in the Statement of Work. The Offeror shall provide specific details of their technical approach and avoid generalized statements.

The Offeror shall submit the following both a Technical Approach Plan and Delivery & Completion Schedule

(1) The Technical Approach Plan will include the following:

(a) A plan discussing a clear understanding of the required work, including thoroughness in understanding the objectives of the Statement of Work, specific tasks, and planned execution of the project.

(b) Evidence that the offeror has current capabilities to assure performance of the requirement.

(c) Response Capability Plan stating how the Contractor will respond to onsite service calls with qualified technicians within a six (6) hour notice.

(2) Delivery & Completion Schedule providing evidence in how they will adhere to the requirement schedule and include the number of days it takes for the contractor to mobilize.

**b. Tab 2 (Evaluation Factor 2). Past Performance (Evaluation Factor 2). See Enclosure 1.**

IAW FAR 52.212-1(b)(10). Offerors are to complete the attached questionnaire (Enclosure 1) and provide documentation on all recent and relevant contracts. Past Performance information shall be returned with the proposal.

Offerors shall submit past performance data that is **considered relevant to this requirement in terms of scope, complexity and size** to demonstrate their relevant past and present performance relating to this requirement utilizing sound business ethics, conduct, and integrity. Past performance is defined as how well the offeror has previously performed. Offerors shall submit a list of at least **two (2)** and not more than three (3) contracts completed in the past **five (5) years** that demonstrates the offeror's commitment to customer satisfaction and or completion of the services. This may include performance appraisals, evaluations, letters or statements, or other documentary evidence of past performance. Include contact information (names, telephone numbers, e-mail addresses, etc.) for each source of Past performance on projects which are provided to the Government.

If the offeror has conducted business with the U.S. government, include the following information for each contract or subcontract:

1. Name of Contracting Organization
2. Contract Number
3. Contract Type
4. Total Contract Value
5. Description of Requirement
6. Contracting Officer's Name and Telephone number
7. Contracting Officer Representative/Technical Representative Name and Telephone Number

**Enclosure 1. Past Performance Risk Assessment Questionnaire**

The information that you provide will be used in the awarding of federal contracts. Therefore, it is important that your information be as factual, accurate and complete as possible to preclude the need for follow-up by the evaluators. If you do not have knowledge of or experience with the company in question, please forward this Questionnaire to the person who does. Thank you.

**PART I. OFFEROR INFORMATION (To be completed by the OFFEROR)**

**A. OFFEROR IDENTIFICATION**

Name:

Title:

Telephone Number:

FAX Number:

Email Address:

**B. CONTRACT IDENTIFICATION**

Contract Number:

Contract Type:

Place of Performance:

Contract Award Date:

Contract Completion Date:

Description of the Services or Supplies Procured:

**The Contract References must complete the PART II of this questionnaire and return it directly to the Government.**

**PART II. EVALUATION (To be completed by REFERENCE)**

Reference Identification- Please provide the following information:

Name:

Organization:

Title:

Telephone Number

Address:

Fax Number:

Email Address:

**PLEASE CHECK THE APPROPRIATE BOX, AND PROVIDE COMMENTS IF NECESSARY**

A. Compliance of Products or Services to Specification Requirements and Standards of Good Workmanship.

- Exceeds Contractual Requirements - (Requires Explanation in Comments field)
- Meets Contractual Requirements
- Failed to Meet Contractual Requirements- (Requires Explanation in Comments field)

Comments:

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B. Effectiveness of Project Management (to include use and control of subcontractors).

- Exceptional - (Requires Explanation in Comments field)
- Satisfactory
- Unsatisfactory - (Requires Explanation in Comments field)

Comments:

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C. Timeliness of Performance for Services and Product Deliverables, including the Administrative Aspects of Performance.

- Exceeds Contractual Requirements - (Requires Explanation in Comments field)
- Meets Contractual Requirements
- Failed to Meet Contractual Requirements- (Requires Explanation in Comments field)

Comments:

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D. Commitment to Customer Satisfaction and Businesslike Concern for its Customers' Interest.

- Exceptional - (Requires Explanation in Comments field)

- Satisfactory
- Unsatisfactory - (Requires Explanation in Comments field)

Comments:

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E. Overall Satisfaction.

- Exceptional - (Requires Explanation in Comments field)
- Satisfactory

#### **4. Volume II: Price Proposal**

Offerors must submit completed Contract Line Item Numbers (CLINs) with unit price, quantity, and total price. In case of discrepancy between the unit price and the extended price, the unit price will govern. Your price proposal must be prepared in accordance with the paragraph below.

Standard Form 1449, completed and signed by an authorized representative of the Offeror. Schedule: Note: Offerors must include a price for every line item identified. Incomplete proposals: Offerors who fail to submit a complete proposal may be excluded from the competitive range and thus receive no further consideration for award.

#### **5. Offeror Preparation Costs.**

The solicitation does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of a formal contract.

### **B. EVALUATION CRITERIA.**

This acquisition will utilize a **Lowest Priced Technically Acceptable (LPTA)** source selection procedure in accordance with FAR 15.101-2, to make an award decision. Contract award will be made to the Single Offeror who submits the lowest priced offer which has been determined Lowest Priced Technically Acceptable (LPTA). The Government intends to make an award without discussions. Discussions, if necessary, will be conducted in accordance with FAR 15.306.

The LPTA evaluation process will be accomplished as follows: Each offeror's technical submission will be evaluated to determine if the offeror has the requisite Technical Capability to Perform and Past Performance to meet the contract requirements as well as demonstrates a thorough knowledge and understanding of those requirements in order to provide services.

#### **(1) FACTORS TO BE EVALUATED**

Tab 1. Evaluation Factor 1. Technical Capability to Perform

Tab 2. Evaluation Factor 2. Past Performance

#### **(2) EVALUATION APPROACH**

The evaluation factors of Technical Capability to Perform and Past Performance will be used to determine the technical acceptability of an offer. Price will be evaluated and considered but will not be rated. While the government will strive for maximum objectivity, the assessment of technical acceptability by its nature is subjective; therefore professional judgment is implicit throughout the evaluation process. Technical acceptability will be determined at the factor levels based upon the following factors:

##### **(a) Tab 1. (Evaluation Factor 1). Technical Capability to Perform**

The Government will assess the Technical Capability to Perform as either “Acceptable” or “Unacceptable” based on the Offeror’s Technical Approach Plan and Delivery Completion Schedule.

“**Acceptable**” Technical Capability to Perform is defined as an offeror that has submitted a Technical Approach Plan and Delivery & Completion Schedule In Accordance With the Submission requirements above that demonstrate the following:

- A clear understanding of the requirements and should reflect recognition of the full scope of services. The offeror’s discussion of technical approach should demonstrate how the application of personnel, equipment and other resources will be utilized to accomplish the work required.
- Evidence that the offeror has current capabilities to assure performance of the requirement
- Evidence that the offeror has Response Capability to respond to onsite service calls with qualified technicians within six (6) hour notice.
- Delivery/completion schedule should demonstrate how they will adhere to the requirement schedule and include the number of days it takes for the contractor to mobilize.

“**Unacceptable**” Technical Capability to Perform is defined as an offer that **lacks evidence** of the necessary capability to perform the requirement; or **does not** provide a delivery & completion schedule demonstrating how they will adhere to the requirement schedule.

**A offeror found to be technically unacceptable in this Factor of Technical Capability to Perform will not be considered for further evaluation or an award.**

**(b) Tab 2 - Past Performance (Evaluation Factor 2).**

The Government will evaluate the offeror’s past performance based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on any identified contracts and corrective actions taken.

NOTE: Relevant past and present performance means performance performed which is considered relevant to this requirement in terms of scope, complexity and size and performed within the last **five** years.

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror’s likelihood of success in performing the contract requirements as indicated by the offeror’s record of past performance. The Government will assess the performance risk associated with each offeror as “**Acceptable**”, “**Unacceptable**”, or “**Neutral**”

“**Acceptable**” Past Performance evaluation means that the performance record, as validated by known sources of information, is reflective of favorable reports and positive past performance. Sources of information are consistently offeror in stating that the offeror’s past performance was excellent, good, or satisfactory and there is little or no doubt about the offeror’s ability to successfully perform the required effort.

“**Unacceptable**” Past Performance evaluation means that the performance record, as validated by known sources of information, is reflective of unfavorable reports, negative past performance and/or expressing doubts/concerns about the offeror’s ability to successfully perform the required effort.

“**Neutral**” Past Performance evaluation means that no past performance history is identifiable. The lack of a relevant performance record may result in a neutral performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

**A offeror found to be technically unacceptable in this Factor of Past Performance (Unacceptable performance risk) will not be considered for further evaluation or an award.**

**PRICE.**

Price analysis will be performed in accordance with FAR 15.404-1(b), to determine completeness, reasonableness, and understanding of the work. The evaluation will determine the adequacy of the offer in fulfilling the requirements. Completeness addresses the extent to which the elements of the price submission are consistent with the requirements of the RFP. Reasonableness will be established using historical price information, price competition information, the Independent Government Cost Estimate (IGCE), and any other pricing tools necessary. The Government may reject any offer that is materially unbalanced between contract line item numbers or sub-items on the bidding schedule. An offer is materially unbalanced when it is based on prices which are significantly less than cost for some work and prices which are overstated, in relation to cost, for other work. A materially unbalanced offer may be rejected if the Contracting Officer has a reasonable doubt as to whether the offer will result in the lowest overall cost to the government even though it may be the low evaluated offer. The Government will evaluate price proposals to determine whether the offered price is reasonable. It will also be analyzed to determine whether it is realistic for the work to be performed, reflects a clear understanding of the solicitation requirements and the risk inherent in the offeror’s approach, and it is consistent with the offeror’s Technical Submission. Price will also be a factor in establishing the competitive range prior to discussions (if held) and in making the final determination for award.

Price will be evaluated by adding prices for all CLINS in a technically acceptable offer and comparing that offeror's total evaluated price to the other technically acceptable offerors' total prices.

ALL OR NONE AWARD: Only one contract will be awarded from this solicitation. Award will be on an “ALL OR NONE” basis. Offers that cannot support all of the solicited CLINS will be rejected as nonconforming and unacceptable to the solicitation.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Custodial Services FFP The Contractor shall provide all management, tools, equipment and labor necessary to ensure that custodial services are performed at Kasenyi in a manner that will maintain and present a clean, neat and professional appearance at all times In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Pest Control Services FFP The Contractor shall provide pest control measures to keep animals and other pests out of the FOL facilities In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Refuse Removal Services FFP The Contractor shall provide the FOL residents with trash cans for trash collection. The Contractor shall provide necessary receptacles to hold refuse. Refuse should be removed from Camp a minimum of three times per week and upon request of the COR In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	<p>Landscaping Services FFP</p> <p>The Contractor shall provide grounds maintenance and landscaping services for the FOL area. The Contractor shall maintain grass, plants, trees and shrubs. The Contractor shall keep the grass of the FOL trimmed, the flower beds free of weeds, edging around walkways , trees and flower beds maintained, trees and flowers pruned as required, the grounds free of leaves and other debris within an approximate 120,000 square foot area In Accordance With the Statement of Work. FOB: Destination</p>	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	<p>Generator Maintenance Services FFP</p> <p>The Contractor shall provide regularly scheduled maintenance on the generators; maintenance includes fueling, preventive and corrective maintenance in accordance with manufacturer’s specifications and parts as requested by the COR per the approval of the contracting officer In Accordance With the Statement of Work. FOB: Destination</p>	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Fuel Services FFP The Contractor shall provide fuel at the FOL for generators and equipment. Fuel includes diesel. Diesel fuel consumption is approximately 1135.5 liters (300 gallons) per month. The contractor will have a minimum of 100 liters of diesel on site at all times In Accordance With the Statement of Work. FOB: Destination	13,626	Liter		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	OPTION Custodial Services FFP The Contractor shall provide all management, tools, equipment and labor necessary to ensure that custodial services are performed at Kasenyi in a manner that will maintain and present a clean, neat and professional appearance at all times In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	OPTION Pest Control Services FFP The Contractor shall provide pest control measures to keep animals and other pests out of the FOL facilities In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	OPTION Refuse Removal Services FFP The Contractor shall provide the FOL residents with trash cans for trash collection. The Contractor shall provide necessary receptacles to hold refuse. Refuse should be removed from Camp a minimum of three times per week and upon request of the COR In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	OPTION Landscaping Services FFP The Contractor shall provide grounds maintenance and landscaping services for the FOL area. The Contractor shall maintain grass, plants, trees and shrubs. The Contractor shall keep the grass of the FOL trimmed, the flower beds free of weeds, edging around walkways , trees and flower beds maintained, trees and flowers pruned as required, the grounds free of leaves and other debris within an approximate 120,000 square foot area In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	OPTION Generator Maintenance Services FFP The Contractor shall provide regularly scheduled maintenance on the generators; maintenance includes fueling, preventive and corrective maintenance in accordance with manufacturer’s specifications and parts as requested by the COR per the approval of the contracting officer In Accordance With the Statement of Work. FOB: Destination	12	Months		

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ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	OPTION Fuel Services FFP The Contractor shall provide fuel at the FOL for generators and equipment. Fuel includes diesel. Diesel fuel consumption is approximately 1135.5 liters (300 gallons) per month. The contractor will have a minimum of 100 liters of diesel on site at all times In Accordance With the Statement of Work. FOB: Destination	13,626	Liter		

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ESTIMATED  
NET AMT

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 06-JUN-2012 TO 05-JUN-2013	N/A	CAMP KASENYI LT KIESZEK CAMP KASENYI ENTEBBE 824-9431 FOB: Destination	
0002	POP 06-JUN-2012 TO 05-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	POP 06-JUN-2012 TO 05-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004	POP 06-JUN-2012 TO 05-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0005	POP 06-JUN-2012 TO 05-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006	POP 06-JUN-2012 TO 05-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
1001	POP 06-JUN-2013 TO 05-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	

1002	POP 06-JUN-2013 TO 05-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
1003	POP 06-JUN-2013 TO 05-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
1004	POP 06-JUN-2013 TO 05-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
1005	POP 06-JUN-2013 TO 05-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination
1006	POP 06-JUN-2013 TO 05-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-3	Offeror Representations and Certification--Commercial Items	NOV 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.247-34	F.O.B. Destination	NOV 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
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

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

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 CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(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 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 CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; 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 (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR 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.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR 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.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers do not apply. ALL OR NONE AWARD: Only one contract will be awarded from this solicitation. Award will be on an "ALL OR NONE" basis. Offers for less than all of the solicited CLINS will be rejected as nonforcoming and unacceptable to the solicitation.**
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) 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. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is

received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(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:

This acquisition will utilize a **Lowest Priced Technically Acceptable (LPTA)** source selection procedure in accordance with FAR 15.101-2, to make an award decision. Contract award will be made to the Single Offeror who submits the lowest priced offer which has been determined Lowest Priced Technically Acceptable (LPTA). The Government intends to make an award without discussions. Discussions, if necessary, will be conducted in accordance with FAR 15.306.

The LPTA evaluation process will be accomplished as follows: Each offeror's technical submission will be evaluated to determine if the offeror has the requisite Technical Capability to Perform and Past Performance to meet the contract requirements as well as demonstrates a thorough knowledge and understanding of those requirements in order to provide services.

### (1) FACTORS TO BE EVALUATED

Tab 1. Evaluation Factor 1. Technical Capability to Perform

Tab 2. Evaluation Factor 2. Past Performance

### (2) EVALUATION APPROACH

The evaluation factors of Technical Capability to Perform and Past Performance will be used to determine the technical acceptability of an offer. Price will be evaluated and considered but will not be rated. While the government will strive for maximum objectivity, the assessment of technical acceptability by its nature is subjective; therefore professional judgment is implicit throughout the evaluation process. Technical acceptability will be determined at the factor levels based upon the following factors:

#### (a) Tab 1. (Evaluation Factor 1). Technical Capability to Perform

The Government will assess the Technical Capability to Perform as either "Acceptable" or "Unacceptable" based on the Offeror's Technical Approach Plan and Delivery Completion Schedule.

"**Acceptable**" Technical Capability to Perform is defined as an offeror that has a submitted a Technical Approach Plan and Delivery & Completion Schedule In Accordance With the Submission requirements above that demonstrate the following:

- A clear understanding of the requirements and should reflect recognition of the full scope of services. The offeror's discussion of technical approach should demonstrate how the application of personnel, equipment and other resources will be utilized to accomplish the work required.

- Evidence that the offeror has current capabilities to assure performance of the requirement
- Evidence that the offeror has Response Capability to respond to onsite service calls with qualified technicians within six (6) hour notice.
- Delivery/completion schedule should demonstrate how they will adhere to the requirement schedule and include the number of days it takes for the contractor to mobilize.

**“Unacceptable”** Technical Capability to Perform is defined as an offer that **lacks evidence** of the necessary capability to perform the requirement; or **does not** provide a delivery & completion schedule demonstrating how they will adhere to the requirement schedule.

**A offeror found to be technically unacceptable in this Factor of Technical Capability to Perform will not be considered for further evaluation or an award.**

**(b) Tab 2 - Past Performance (Evaluation Factor 2).**

The Government will evaluate the offeror's past performance based on information obtained from references provided by the offeror, other relevant past performance information obtained from other sources known to the Government, and any information supplied by the offeror concerning problems encountered on any identified contracts and corrective actions taken.

NOTE: Relevant past and present performance means performance performed which is considered relevant to this requirement in terms of scope, complexity and size and performed within the last **five** years.

The Government will assess the relative risks associated with each offeror. Performance risks are those associated with an offeror's likelihood of success in performing the contract requirements as indicated by the offeror's record of past performance. The Government will assess the performance risk associated with each offeror as **“Acceptable”**, **“Unacceptable”**, or **“Neutral”**

**“Acceptable”** Past Performance evaluation means that the performance record, as validated by known sources of information, is reflective of favorable reports and positive past performance. Sources of information are consistently offeror in stating that the offeror's past performance was excellent, good, or satisfactory and there is little or no doubt about the offeror's ability to successfully perform the required effort.

**“Unacceptable”** Past Performance evaluation means that the performance record, as validated by known sources of information, is reflective of unfavorable reports, negative past performance and/or expressing doubts/concerns about the offeror's ability to successfully perform the required effort.

**“Neutral”** Past Performance evaluation means that no past performance history is identifiable. The lack of a relevant performance record may result in a neutral performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

**A offeror found to be technically unacceptable in this Factor of Past Performance (Unacceptable performance risk) will not be considered for further evaluation or an award.**

**PRICE.**

Price analysis will be performed in accordance with FAR 15.404-1(b), to determine completeness, reasonableness, and understanding of the work. The evaluation will determine the adequacy of the offer in fulfilling the requirements. Completeness addresses the extent to which the elements of the price submission are consistent with the requirements of the RFP. Reasonableness will be established using historical price information, price competition information, the Independent Government Cost Estimate (IGCE), and any other pricing tools necessary. The Government may reject any offer that is materially unbalanced between contract line

item numbers or sub-items on the bidding schedule. An offer is materially unbalanced when it is based on prices which are significantly less than cost for some work and prices which are overstated, in relation to cost, for other work. A materially unbalanced offer may be rejected if the Contracting Officer has a reasonable doubt as to whether the offer will result in the lowest overall cost to the government even though it may be the low evaluated offer. The Government will evaluate price proposals to determine whether the offered price is reasonable. It will also be analyzed to determine whether it is realistic for the work to be performed, reflects a clear understanding of the solicitation requirements and the risk inherent in the offeror's approach, and it is consistent with the offeror's Technical Submission. Price will also be a factor in establishing the competitive range prior to discussions (if held) and in making the final determination for award.

Price will be evaluated by adding prices for all CLINS in a technically acceptable offer and comparing that offeror's total evaluated price to the other technically acceptable offerors' total prices.

ALL OR NONE AWARD: Only one contract will be awarded from this solicitation. Award will be on an "ALL OR NONE" basis. Offers that cannot support all of the solicited CLINS will be rejected as nonconforming and unacceptable to the solicitation.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (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).

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

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

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

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

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

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

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

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

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

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

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

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

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

- \_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- XX (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011)
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

- \_\_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- \_\_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_\_ (41) 52.225-5, Trade Agreements (NOV 2011) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- \_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

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

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

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

\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

#### 52.214-34 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)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

#### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using [www.oanda.com](http://www.oanda.com) in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures--
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

(End of provision)

#### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 5 June 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 5 June 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

FAR Clauses <http://acquisition.gov/comp/far/>

DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC2011)

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

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

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

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

(2) **X** 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

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

(5) \_\_\_ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7001.

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

(8) **X** 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

(11) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) \_\_\_ 252.225-7017, Photovoltaic Devices (DEC 2011) (Section 846 of Pub. L. 111-383).

(13)(i) \_\_\_ 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7021.

- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) X 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).**
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7036.
- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7036.
- (iv) \_\_\_ Alternate III (OCT 2011) of 252.225-7036.
- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (21) **X** 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) **X** 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) \_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.

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

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

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

(31) \_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

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

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

(End of clause)

#### 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(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)

**5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

**Non-Sensitive Positions**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions  
Two FD-258 Applicant Fingerprint Cards  
Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

#### Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

SF-85P Questionnaire for Public Trust Positions  
Two FD-258 Applicant Fingerprint Cards  
Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

#### IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The

Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

#### **5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME:

ADDRESS:

TELEPHONE:

(End of Clause)

**PERFORMANCE WORK STATEMENT (PWS)**

**Dated: 12 March 2012**

KASENYI, UGANDA FORWARD OPERATING LOCATION (FOL)

- GENERAL DESCRIPTION
- SUMMARY OF REQUIREMENTS
- PERIOD OF PERFORMANCE
- SERVICES
- SAFETY MANAGEMENT PLAN
- CONTRACT MANAGEMENT AND PERSONNEL REQUIREMENTS
- INSURANCE
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1. GENERAL DESCRIPTION

1.1. BACKGROUND. CJTF - HOA- Combined Joint Task Force Horn Of Africa (CJTF-HOA has an existing Forward Operating Location (FOL) located within the Ugandan People’s Defense Force (UPDF) Base in Kasenyi, Uganda to provide Military-to-Military training with the Ugandan Military. In order to sustain the training and support, a force of up to 30 military personnel from CJIATF-EA require life support services to include lodging..

1.2. SCOPE. The purpose of this document is to detail the performance work statement (PWS) that identifies support required to sustain the U.S. Military and Government contingent at the Kasenyi FOL. The PWS will address period of performance, deliverables, end products, progress and compliance, data, services, and special considerations. We anticipate awarding a firm-fixed price contract for this requirement, with an option.

2. SUMMARY OF REQUIREMENTS. A Contractor must be vetted through the U.S. Embassy at Kampala, Uganda. The contractor shall provide the necessary supervision and management, equipment, supplies, materials, technical expertise and manpower to provide logistical support services to operate and maintain a remote Forward Operating Location (FOL) as set forth in the PWS.

3. PERIOD OF PERFORMANCE

BASE PERIOD	06 JUN 2012 TO 05 JUN 2013
OPTION PERIOD	06 JUN 2013 TO 05 JUN 2014

4. SERVICES. The Contractor shall supervise, operate and maintain facilities and utilities including labor, parts, materials, vendor contracted employee transportation, pest and rodent control, refuse removal, supply operations, landscaping, fuel supply, generator maintenance, and Waste Management & Disposal.

4.1. CUSTODIAL SERVICES

4.1.1. The Contractor shall provide all management, tools, equipment and labor necessary to ensure that custodial services are performed at Kasenyi in a manner that will maintain and present a clean, neat and professional appearance at all times.

4.1.2. The Contractor shall provide daily cleaning service for the erected facilities aboard the FOL consistent with the contract schedule. Cleaning service is required for all areas which include

but are not limited to; bathrooms, kitchen, gym and cooking areas. This cleaning includes floors, walls, mirrors, countertops, textures, cabinets and trash receptacles.

4.1.3. The Contractor shall provide all equipment for cleaning. Chemicals and consumable supplies will be procured by COR.

4.1.4. The Contractor shall develop an adequate cleaning schedule with the COR within three days of contract award.

4.2. PEST CONTROL SERVICES. The Contractor shall provide pest control measures to keep animals and other pests out of the FOL facilities. These measures shall include, at a minimum, keeping termite colonies from the FOL grounds and monthly treatment of FOL grounds by exterminator or upon request of the COR.

4.3. REFUSE REMOVAL SERVICES. The Contractor shall provide the FOL residents with trash cans for trash collection. The Contractor shall provide necessary receptacles to hold refuse. Refuse should be removed from Camp a minimum of three times per week and upon request of the COR. Refuse disposal shall comply with applicable Ugandan Department of Defense, government and local standards, laws and/or regulations.

4.4. LANDSCAPING. The Contractor shall provide grounds maintenance and landscaping services for the FOL area. The Contractor shall maintain grass, plants, trees and shrubs. The Contractor shall keep the grass of the FOL trimmed, the flower beds free of weeds, edging around walkways, trees and flower beds maintained, trees and flowers pruned as required, the grounds free of leaves and other debris within an approximate 120,000 square foot area. The contractor shall maintain the grass trimmed out to a minimum three foot buffer around the outer perimeter of the camp. Additionally, the contractor shall maintain a pathway to and from the Camp water towers. Services are expected to be conducted a minimum of once weekly or as needed to maintain the overall appearance of the Camp. Grounds maintenance of the camp shall be an ongoing endeavor. At no time should the Camp be allowed to become overgrown or unkempt. The COR will work with the Contractor to establish the standard to which the grounds shall be held. Certain events, visits by VIPs, etc may require additional attention be paid to appearance of the FOL. The COR will make every effort to inform the Contractor of these in advance.

4.5. GENERATOR MAINTENANCE. The Contractor shall provide regularly scheduled maintenance on the generators; maintenance includes fueling, preventive and corrective maintenance in accordance with manufacturer's specifications and parts as requested by the COR per the approval of the contracting officer.

4.5.1 In the event that the generators require maintenance, every effort will be made to have maintainers out within 6 hours. If this cannot be accomplished, the FOL staff will make arrangements for the performance of required maintenance and the bill will be covered by the Contractor.

5. FUEL The Contractor shall provide fuel at the FOL for generators and equipment. Fuel includes diesel and fuel dispensing equipment. Diesel fuel consumption is approximately 1135.5 liters (300 gallons) per month. The contractor will have a minimum of 100 liters of diesel on site at all times. The contractor shall maintain daily records for all fuel deliveries to the FOL. These records will be submitted to the COR daily for review.

## 6. SAFETY MANAGEMENT PLAN

6.1. The safety management plan will be a general company safety plan that can be modified to address site-specific needs.

- 6.2. A written safety plan shall be submitted to the COR no later than 15 days after award of contract. The plan will be approved by the COR to ensure the plan will meet COR requirements. The plan will include but not be limited to the following:
- 6.3. List of safety equipment and training to be provided by the Contractor.
- 6.4. Recommended revisions of the Government to the Contractors safety program will be addressed and/or incorporated into the plan no later than 10 days after the plan review is complete.
- 6.5. The Contractor will coordinate safety efforts with the Government Health Safety & Environment (HSE) onsite representative. HSE inspections and recommendations will be implemented as requirements and circumstances dictate.
- 6.6. Contractor will provide sufficient staff to implement and maintain the Safety Management Plan.
- 6.7. Contractor shall provide insurance for the employees in case of emergency during the term of the contract IAW Ugandan Law.

## 7 CONTRACT MANAGEMENT AND PERSONNEL REQUIREMENTS

- 7.1 All personnel employed by the Contractor or any representative of the Contractor entering the FOL shall conform to all security regulations which may be in effect during the contract period and shall be subject to such checks as may be deemed necessary to assure that no violations occur.
- 7.2 Background Check. The contractor and their employees will be subject to a background check / security vetting which can include iris scanning, finger printing and presentation of other personal information. The Government has the right to require additional background / security checks if deemed necessary by the Government. If it is determined at any time during the performance of this contract that the Contractor is a risk to US Government personnel or property, this determination shall be grounds for immediate termination of this contract.
- 7.3 The Contractor shall provide and maintain a current list of employees working at the job site. The list shall be provided to the COR at least 5 days prior to work performance. At a minimum the following details should be submitted to the COR:
- Full Name
  - Position Title
  - Citizenship
  - Date of Birth
  - Place of Birth
  - Copy of Passport (If applicable)
  - Record of Embassy Vetting Background Check (when requested)
- 7.4 Employees working at the FOL shall be required to undergo medical testing. The COR will review the medical results and will approve all individuals who will be working on the FOL. The results of any tests will be kept confidential. The cost of such medical tests will be covered by the Contractor and will be submitted within one week of start of work.
- 7.5 STAFFING REQUIREMENTS. The Contractor shall demonstrate an ability to meet the performance requirements set forth in the PWS by providing in its proposal a staffing chart. The Contractor shall ensure that its staffing procedures efficiently cover all aspects of the service operation to allow timely service to all patrons. The contractor is responsible for having working knowledge of fire safety and Hazardous Materials (HAZMAT) disposal. The Contractor is responsible for the immediate replacement of any staff

member who does not perform their duties in the proper manner or does not meet the standards set forth in the PWS. The Contractor may be required to modify staffing as necessary to meet all established standards when additional personnel are assigned to the FOL.

- 7.6 ALCOHOL AND CONTROLLED SUBSTANCES. Neither the Contractor nor any Contractor employees shall possess, distribute, consume, use or cause to be used any controlled substance or alcohol on the job site. Neither the Contractor nor any Contractor employees may remain on the job site if under the influence of the above-mentioned substances. Any Contractor or Contractor employee in violation of this section shall be permanently prohibited from FOL property. Actions taken under this section shall not relieve the Contractor of the requirements to provide sufficient personnel to perform adequate and timely service as required in this contract.
- 7.6.1 The Contractor's employees shall observe and comply with all the U.S. Government's regulations, policies and procedures, (e.g., fire department, safety, sanitation, environmental protection, smoking, security, gratuities, flag courtesy, "off limits" area, wearing of parts of military uniforms, and possession of firearms or other lethal weapons, possession or consumption of controlled substances and/or alcoholic beverages). The Contractor shall ensure that their employees' conduct shall not reflect discredit upon the principal. Sexual or personal harassment including horseplay, pranks, and practical jokes is strictly prohibited. The Contractor is responsible for educating employees in the proper conduct and prohibited actions. All personnel, employed or representing the Contractor, entering the installation shall abide by all applicable security regulations and shall be subject to such security checks as may be deemed necessary by the U.S. Government. The U.S. Government reserves the right to direct the Contractor to remove from performance under this contract any employee for misconduct or security reasons. This shall not relieve the Contractor from the contract performance or in itself result in an equitable adjustment to the contract.
- 8.0 TRAVEL. The Contractor shall provide transportation to and from the FOL for their personnel. No relocation or per-diem is to be paid by the U.S. Government. The U.S. government reserves the right to provide short notice notification of travel requirements in order to provide customer support or response to unforeseen support requirements; if these services are required, a modification or separate purchase order will be accomplished. When contractor employees intend to enter the base by vehicle, the following information should be provided to the team by 11am the day prior: vehicle type, plate # and driver's name.
- 9.0 RESPONSIBILITIES OF CONTRACTOR
- A) Securing all materials and equipment to provide services as outlined in this statement of work.
  - B) Provide licensing and background information to obtain U.S. Embassy vetting of contract employees. Proof of vetting will be forwarded to the contracting officer by the contractor once obtained.
  - C) Training and qualification of all employees.
  - D) Providing accurate contact information and timely access to services. Contractor must make him/herself or a competent representative available to COR in a reasonable amount of time (24 hours) when requested.
  - E) Must be available to meet with the COR to discuss verification of provision of supplies and services, upcoming operational requirements and quality of life issues daily.
  - F) Responsible for submitting banking information to CJIATF-EA Contracting Officer for the purposes of electronic funds transfer (EFT). If problems exist with this form of payment contractor must notify CJIATF-EA Contracting Officer in writing as soon as possible.
  - G) Responsible for submitting a monthly invoice to the U.S. Government for services provided at the FOL. Invoices will be validated and endorsed by the COR prior to submission to CJIATF-EA for payment.

10. RESPONSIBILITIES OF CONTRACTING OFFICER'S REPRESENTATIVE

- A) Assist the Contracting Officer in assuring that contractor's performance proceeds in accordance with the terms of the contract.

- B) Understands the authorities and limitations of the contract provisions concerning changes, inspection and acceptance, shipping and rework.
- C) Maintain proper standards of conduct in his relationship with the Contractor and contractor personnel.
- D) Report to the Contracting Officer any unusual circumstances involving the contract such as late delivery, security violations or questions, property matters, etc.
- E) Ascertain that adequate, but not excessive, competent Contractor personnel have been assigned to the contract and are performing satisfactorily. Failure to do so on the part of the Contractor shall be reported promptly to the Contracting Officer.
- F) Provide technical guidance to Contractor technical staff with respect to clarification of government drawings, specifications, designs, statements of work, or performance requirements within limitations as defined in the COR letter of designation.
- G) Provide technical evaluation and coordination, when necessary to monitor performance of the contract, subject to higher echelon approval when required by established policy.
- H) Certify as to the Contractor's technical progress.
- I) Furnish, upon receipt, technical advice/opinion so that the Contracting Officer may have a technical basis for certifying for payment of allowable costs under cost reimbursement type contracts.
- J) Certify, as may be required, that selected materials, supplies and services are necessary and the Contractor's technical performance is in accordance with the technical requirements of the contract.
- K) Advise the Contracting Officer of any technical deficiencies noted during observation of the Contractor's technical operations in contract performance.
- L) Review reports on costs incurred, as requested, to determine that quality and quantity of the materials and services meet contractual requirements.
- M) Provide technical liaison with the Contractor on behalf of the Contracting Officer.
- N) Provide coordination on property and security matters with the appointed property administrator and security officers through the Contracting Officer.
- O) Authenticate the DD Form 250, "material inspection and receiving reports," or equivalent certifications of performance for acceptance of services and promptly forward copies of these documents to the contracting officer and to the appropriate accounting and finance officer.
- P) Maintain a record of all pertinent correspondence/ actions and forward a copy to the Contracting Officer. If the designation as COR is revoked before completion of contract, turn over all records as instructed by the Contracting Officer in the letter of revocation. Upon completion of the contract, all records shall be forwarded to the Contracting Officer for retention in the permanent contract files. These records shall include, as a minimum, those called for in the letter of designation.
- Q) Provide a report for support service contracts to the Contracting Officer on the benefits and quality of work provided by the Contractor at the completion of each task/delivery order.

It is emphasized that only a Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the government. When/if, in the opinion of the Contractor, an effort outside the existing scope of the contract (or delivery order) is requested, the Contractor shall promptly notify the Procurement Contracting Officer (PCO) in writing. No action shall be taken by the Contractor under such direction unless the PCO and/or ACO has issued a contractual change or otherwise resolved the issue.

#### 11. ELECTRONIC FUND TRANSFER

Payment will be made for services rendered by Electronic Funds Transfer (EFT). The contractor may submit an invoice for payment on a monthly basis, but not more often. The invoice shall be submitted to the Contracting Officer's Representative for verification. The invoice shall contain the following information:

1. Price in US Dollars
2. Bank Name
3. Bank Address
4. Beneficiary Name

5. Account Number
6. Routing Number
7. SWIFT Code
8. Contract Number
9. Invoice Number
10. Date of Invoice