# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

*OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30*

1. REQUISITION NUMBER



2. CONTRACT NO.

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: N3654A-13-T-7000

6. SOLICITATION ISSUE DATE: 10-Dec-2012

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: DAVID G. LIU

b. TELEPHONE NUMBER (No Collect Calls): 311-824-4254

8. OFFER DUE DATE/LOCAL TIME: 04:00 PM 25 Dec 2012

9. ISSUED BY CODE N3654A

COMB JT TASK FORCE HORN OF AFRICA
PSC 831
BOX 0013
FPO AE 09363

TEL: 311-824-4760
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: NAICS: 515112

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE

**SEE SCHEDULE**

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE

TEL.

FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES
- [ ] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL: EMAIL:

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|---|---|
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
|---|---|---|---|---|
| PARTIAL FINAL | | | ☐ COMPLETE ☐ PARTIAL ☐ 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 *(Print)* | |
|---|---|---|---|
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT *(Location)* | |
| | | 42c. DATE REC'D *(YY/MM/DD)* | 42d. TOTAL CONTAINERS |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0001 | | 12 | Months | | |
| | Radio Broadcast Service<br>FFP<br>Islamic Lecture Series Radio Broadcast Service, Military Information Support Team-Kenya. See attached Performance Work Statement. Period of Performance: 01 Jan - 31 Dec 2013.<br>FOB: Destination | | | | |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0002 | | 10 | Each | | |
| | Expansion<br>FFP<br>Expansion of Radio Service. See PWS for details.<br>FOB: Destination | | | | |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1001 | | 12 | Months | | |
| OPTION | Radio Service Option Year 1<br>FFP<br>Islamic Lecture Series Radio Broadcast Service, Military Information Support Team-Kenya. See attached Performance Work Statement. Period of Performance: 01 Jan - 31 Dec 2014.<br>FOB: Destination | | | | |
| | | | | NET AMT | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1002 | | 10 | Each | | |
| OPTION | Expansion Option Year 1<br>FFP<br>Expansion of Radio Service. See PWS for details.<br>FOB: Destination | | | | |
| | | | | NET AMT | |

INFORMATION TO OFFERORS

# INFORMATION TO OFFERORS

## General Information:

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.**

**On the SF 1449, please return only those pages where entries have been made.**

## Registration:

CCR Registration: All contractors, offering under this solicitation MUST be CCR registered. Offers, where the contractor is not registered will be rejected.

The following information must be provided/completed with your offer:

POC E-mail address: _____

DUNS Number: _____

CAGE Code: _____

TAX ID (US firms only): _____

Registered in CCR: Yes _____ No _____

Active CCR Registration : Yes _____ No _____ Make sure your status is ACTIVE since no award will be made on an expired registration.

Information to register can be found at: http://www.sam.gov/

## OFFERS IN THE ENGLISH LANGUAGE:

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

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/))
FAR clause 52.211-8 "Time of Delivery"

Complete pricing for each CLIN or Sub-CLIN as required without TAXES

## All offerors are required to read and agree to enclosed "NONDISCLOSURE AGREEMENT" prior to submit quote to this office.

## 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 Contracting Officer, show below:
**Email: jill.a.mcquistan.mil@mail.mil**
**Office: +253 21 350 099**

**Non-compliance may result in rejection of your offer.**

NON-DISCLOSURE AGREEMENT

**SOLICITATION N3654A-13-T-7000**

**ASSESSMENT SERVICES**

CERTIFICATE FOR PERSONNEL PARTICIPATING IN SOLICITATION

**CONCERNING NONDISCLOSURE, CONFLICTS OF INTEREST AND RULES OF CONDUCT**

Name: _____ Organization: _____

Title: _____

1. I acknowledge that I am interested in participating in the solicitation identified above. I certify that I will not knowingly disclose any information directly or indirectly to any person other than a person authorized by the contracting officer to receive such information. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines and imprisonment under all applicable laws and regulations.

2. I certify that I will observe the following rules of conduct:

a. I will not discuss any information regarding this solicitation outside of my firm directly and indirectly without specific prior approval from proper U. S. Government authority.

b. I will only discuss information regarding this solicitation with the people who is directly in charge of this solicitation.

4. I understand that making a false, fictitious, or fraudulent certification may subject me to prosecution under all applicable laws and regulations.

Signature: _____ Date: _____

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT**
**RADIO DISCUSSION FORUM RADIO BROADCAST SERVICE**
**MEDIA INFORMATION SUPPORT TEAM – KENYA**

## GENERAL INFORMATION

1.1 Introduction. This Media Information Support Team – Kenya (MIST-KE) requirement is for media airtime in order to broadcast MIST-KE messages and gather feedback information from the public throughout Somalia.

1.2 Scope. This Performance Work Statement (PWS) defines the tasks and performance characteristics of contract broadcast station to support United States goals and campaigns.

1.3 Objectives. The objective is to broadcast radio messaging one hour in duration, three times weekly consisting of moderate Islamic teachings as supplied by MIST-KE. Themes for the scripts are provided by the US embassy-Nairobi project manager. Within the context of current events, this show will contrast the moderate teachings of Islam with the actions perpetrated by violent extremist organizations within Somalia and the international community. The contractor will provide: script production, development and maintenance of social media platforms (Facebook® and Twitter®), broadcast services, recording services, and collection of feedback from phone call-in/SMS texts related to MIST-KE messages. This feedback shall be provided to designated MIST-KE personnel as defined and identified by this PWS.

**DEFINITIONS**

2.1 "Broadcast" shall mean the distribution of audio and/or video signals, which transmit programs to a radio audience. The audience may be the general public or a relatively large sub-audience, such as children or young adults.

2.2 "MIST-KE", shall mean Media Information Support Team – Kenya

2.3 "Contractor" shall mean any media vendor that responds to this solicitation and submits a proposal/bid or in the event of contract award, the media vendor awarded the contract.

2.4 "Conversations" shall mean any form of correspondence such as electronic messages, telephone or in person.

2.5 "COR" shall mean the Contracting Officer's Representative. The person, who has been designated by the Contracting Officer (CO) to monitor the awarded contractor's compliance within this related SOW. The COR further monitors contractor performance and reports directly to the CO. The COR can direct the contractor to perform duties within the scope of this PWS, but only the Contracting Officer (not the COR) shall authorize additional work outside the scope.

2.6 "Customer" shall mean MIST-KE.

2.7 "Delivery" shall mean, the contractor, by his own means, airing MIST-KE delivered messages (live or pre-recorded).

2.8 "Government" shall mean the United States of America.

2.9 "Quantity" shall mean the number of minutes of MIST-KE messages.

2.10 "Schedule" shall mean the Broadcast sequencing of MIST-KE content over a thirty (30) day period.

2.11 "United States Embassy – Nairobi project manager" shall mean MIST-KE.

## CLIN 0001 RADIO BROADCAST SERVICE

3.1 General. The Contractor will produce and monitor the broadcast of a radio talk show within Somalia. Additionally, the contractor is responsible for website/Facebook/Twitter content, as well as documenting all calls during the show and documenting all SMS received. Within the context of current events, this show will contrast the moderate teachings of Islam with the actions perpetrated by violent extremist organizations within Somalia and the international community.

3.2 Detailed Tasks. The Contractor shall provide services and staff and otherwise do all things necessary for, or incidental to, the performance of work as set forth below:

3.2.1 The Contractor will produce one (1) thirty (30) minute lecture script per one (1) week for a period of fifty-two (52) scripts per year.. The Contractor will submit the script to the United States Embassy – Nairobi project manager for review and approval. The proposed script will be transmitted by the Contractor via email to the United States Embassy – Nairobi project manager no later than seven (7) days prior to the planned broadcast date for the script. The proposed script will be submitted in Microsoft® Word format to the following email address: mogalectures@hotmail.com.

3.2.2 Twenty (20) minutes of each broadcast will be used for radio show listener interaction with the Sheikh and program host via telephone calls, web site posts, Twitter® messages, Facebook® posts and/or text messages. Implicit in this, the contractor must make available no less than three (3) fully operational telephones with functioning/active phone numbers, two (2) computers with internet access, and any necessary equipment to view, in real time, text messages.

3.2.3 The Contractor will produce lecture scripts in accordance with paragraph 4.0, Deliverables.

3.2.4 The Contractor will ensure that all proposed scripts are developed through direct collaboration with a Sheikh that agrees with the Islamic principles addressed in the script. Sheiks that promote mainstream or moderate Islam are preferred. The Contractor will ensure that the Sheikh developing each script is the same Sheikh who will lecture said script.

3.2.5 The radio show will be broadcast in the Somali language by a person that lives in Somalia.

3.2.6 The Contractor will subcontract a Somali Government run radio station for the broadcast of three (3), sixty-minute (60) minute, live radio shows per week, for a period of fifty-two (52) weeks. The Contractor will facilitate the broadcast of one (1) live radio show three (3) times per one (1) week on Monday, Wednesday and Friday evenings from 1900 EAT – 2000 EAT. Thirty (30) minutes of each broadcast will be used for lecture of the approved script by a moderate Sheikh. Twenty (20) minutes of each broadcast will be used for call in/SMS questions and feedback. The remaining time in the 60 minutes will account for radio station commercials. The broadcast methods for each show will be at minimum, frequency modulation (FM) and live internet stream (audio), but may also use satellite radio broadcasting. The desired target audience is residents of Mogadishu and South/Central Somalia.

3.2.7 The internet stream broadcast of each show will be live. The Contractor will actively manage all internet activities associated with the radio show.

3.2.8 The satellite radio broadcast of each show will be live and must be broadcast by a satellite provider with sufficient coverage to provide service to fifty (50) percent or greater of the Somali population.

3.2.9 The Contractor will ensure it has a fully functioning web site, Twitter® account and Facebook® page. This includes the development and routine maintenance of specific Twitter® and Facebook® pages. Twitter posts will be excerpts from the broadcast or script that promote feedback from followers. The Contractor will not "re-tweet" messages, "tweet" on other Twitter® feeds, or comment on other Facebook® pages without United States Embassy – Nairobi project manager approval. The Contractor will not use personal messaging systems associated with Facebook® to contact or respond to other Facebook users. The Contractor will not "follow" other Twitter accounts unless approved by the United States Embassy – Nairobi project manager. The Contractor is authorized to accept "friends" on Facebook®.

3.2.10 The Contractor will post no less than one (1) copy of each approved lecture script on its website no later than forty-eight (48) hours following the termination of each broadcast.

3.2.11 The Contractor will record all broadcasts of the radio show at minimum in MP3 format. The contractor will post on its website one (1) RealPlayer® file of each broadcast, in its entirety, no later than forty-eight (48) hours following the termination of each broadcast.

3.2.12 The Contractor will utilize IP Tracking software on its website to identify where the individual viewing the page originates from. At minimum, contractor will find the origination down to the country and region. This software will be utilized per topical page and not just utilized to track only main page views.

3.2.13 The Contractor will create a counter on its website to track the number of website views, lecture views, audio files accessed, emails and posts/comments.

3.2.14 As determined by the United States Embassy – Nairobi project manager, the Contractor will establish demographic questions for the comment and email sections on its website.

3.2.15 The Contractor will not delete and/or omit any posts or comments to its website, Twitter® Account or Facebook® page.

3.2.16 The Contractor will provide radio show-specific data, feedback, and broadcast transcripts to the United States Embassy – Nairobi project manager via the aforementioned email address, no later than seven (7) days following the broadcast of the previous week's Wednesday lecture.

3.2.17 The Contractor will provide one (1) copy of each radio show broadcast, including all caller interactions, in RealPlayer® format, to the United States Embassy – Nairobi project manager no later than seven (7) days following the broadcast of the previous week's Wednesday lecture.

3.2.18 The Contractor will provide written transcripts of all text messages (SMS), emails, website, Twitter® posts and Facebook® posts, in the format provided under paragraph 4.0, Deliverables, to the United States Embassy – Nairobi project manager no later than

seven (7) days following the broadcast of the previous week's Wednesday lecture. MP3 format will be acceptable for audio files.

3.2.19 The Contractor will provide, in email (HTML) format, all demographic data collected by the website to the United States Embassy – Nairobi project manager no later than seven (7) days following the broadcast of the previous week's Wednesday lecture.

3.2.20 The Contractor will not translate any emails, text messages, Twitter® posts, Facebook® posts, telephone calls or radio show transcripts. All documents will be sent in their original format, not translated.

## 4.0 DELIVERABLES.

The following table depicts deliverables required by this PWS. All deliverables may be submitted earlier than the specified due dates, but the below is the standard to which the contractor will be held for successful accomplishment of the contract.

| Deliverable Description | PWS Para | Deliverable Method Options | Performance Threshold | Deliverable Due Dates |
|---|---|---|---|---|
| Submit the script to the United States Embassy – Nairobi project manager for review and approval. | 3.2.1 | Email<br>Word | 100% | Seven (7) days prior to the planned broadcast date for the script. |
| The Contractor will post no less than one (1) copy of each approved lecture script on its website. | 3.2.10 | HTML | 100%<br>3 each per week | No later than no later than forty-eight (48) hours following the termination of each broadcast. |
| The contractor will post on its website one (1) RealPlayer® file of each broadcast, in its entirety. | 3.2.11 | RealPlayer® | 100%<br>3 each per week | No later than forty-eight (48) hours following the termination of each broadcast. |
| The Contractor will provide one (1) copy of each radio show broadcast, including all caller interactions, to the United States Embassy – Nairobi project manager. | 3.2.16 | Email<br>RealPlayer® | 100%<br>3 each per week | No later than seven (7) days following the broadcast of the previous week's Wednesday lecture. |
| The Contractor will provide written transcripts of all text messages (SMS), emails, website, Twitter® posts and Facebook® posts, in the provided format, to the United States Embassy – Nairobi project manager. | 3.2.17 | Email<br>Word<br>Excel<br>MS Office Format | 100%<br>3 each per week | No later than seven (7) days following the broadcast of the previous week's Wednesday lecture. |

| | | | | |
|---|---|---|---|---|
| 3.2.18 The Contractor will provide, in email (HTML) format, all demographic data collected by the website to the United States Embassy – Nairobi project manager. | 3.2.18 | Email Word | 100% 3 each per week | No later than seven (7) days following the broadcast of the previous week's Wednesday lecture. |

4.1. Any failure to meet the conditions and/or requirements of this statement of work will cause the termination of this project. This project is subject to termination at any time based on the project manager's recommendation and the contracting officer's discretion. Additional causes for termination of contract and payment may include but are not limited to:

4.1.1 Failure to submit and/or receive any deliverables.
4.1.2 Failure to meet deliverable due dates.
4.1.3 Consistent poor performance.
4.1.4 Broadcasts that differ from or change the meaning/purpose of the Islamic lecture approved by the United States Embassy – Nairobi project manager.

4.2 Vendor surveillance will be accomplished routinely by US Embassy – Nairobi project manager.

**CLIN 0002 EXPANSION**

1.0 Expansion. The Government reserves the right to direct the Contractor to sub-contract the live syndication of the radio show to additional radio stations (not to exceed 10). Contractors shall provide a price per additional radio station (one price shall be given for each additional radio station).

1.1 The Contractor will ensure that all sub-contracted radio stations have the necessary equipment to conduct a live broadcast of the radio show and that the radio station's equipment is fully functioning.

1.2 The Contractor will ensure that all sub-contracted radio stations broadcast the radio show live on Monday, Wednesday, and Friday evenings from 1900 EAT to 2000 EAT.

1.3 The Contractor will ensure that all sub-contracted radio stations do not conduct activities associated with the radio show unless approved by the United States Embassy – Nairobi project manager.

**CLIN 1001 RADIO BROADCAST SERVICE OPTION YEAR 1**

**CLIN 1002 EXPANSION OPTION YEAR 1**

**PERIOD OF PERFORMANCE.**

1.0 Period of performance will be for one year from date of award with option to renew for an additional one (1) year. The Government's desired start of the Period of Performance is 1 January 2013.

1.1 The Contracting Officer's Representative or the Project Officer is the United States Government representative who will certify performance and final completion of this contract. The Contracting Officer's Technical Representative will also be responsible for monitoring the performance of the contractor throughout the period of performance.

1.2 Invoices and Payment. The Contractor shall provide to the Contracting Officer's Representative or the Project Officer a proper invoice for certification. The invoice must be in English. The Contracting Officer's Technical Representative or the Project Officer shall verify completion of work in accordance with the

statement of work and shall certify the invoices with a dated signature prior to payment. Payments shall be processed through the United States Embassy – Nairobi, Kenya and will be dispersed in United States Dollars (USD) within thirty (30) days upon receipt of a properly certified invoice.

**SECURITY**

1.1 The Contractor may be required to work with business sensitive information in the performance of this contract. The contractor must comply with all provisions that are prescribed in DFARS 252.204-7000 (Disclosure of Information) and DFARS 252.204-7003 (Control of Government Personnel Work Product)

1.2 The Contractor shall advise U.S. Government personnel if situations arise during conversations that could reflect adversely upon the U.S. Government.

1.3 All information to which the Contractor is exposed while in the presence of U.S. Government Officials shall be considered confidential in nature and shall not be disclosed to other parties.
Contractor shall not discuss U.S. Government business outside of official duties.

1.4 In certain cases the contractor may be required to continue their services during a level of heightened state of threat. The contractor shall continue to provide services to the best of their ability.

**DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

1.1 The Contracting Officer may designate personnel as authorized CORs for this contract as required:

1.2 The COR is a representative of the Contracting Officer and is responsible for the following:

1.2.1 Providing Technical Direction. An increase in the level of effort is not authorized.

1.2.2 Final inspection and acceptance of all deliverables under the contract.

1.3 The Contracting Officer's Representative has no authority to make any changes to the contract. Any modifications and changes shall be addressed to the Contracting Officer for approval. Only the Contracting Officer has the authority to make any changes to the contract.

**DISTRIBUTION LIMITATION STATEMENT**

1.1 Data generated under this contract shall carry the following Distribution Limitation Statement and Handling Caveats.

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY. ADMINISTRATIVE OR OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS SHALL BE REFERRED TO THE COMMANDER, COMBINED JOINT TASK FORCE-HORN OF AFRICA (CJTF-HOA).

**RELEASE OF INFORMATION**

All technical data provided to the Contractor by the U.S. Government and/or developed by the Contractor for the government shall be protected from disclosure in accordance with the contract and markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means

without approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to permitting access to such information by foreign national or by any other persons or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the U.S. Government.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|---|---|---|---|---|
| 0001 | N/A | Government | N/A | Government |
| 0002 | N/A | Government | N/A | Government |
| 1001 | N/A | N/A | N/A | Government |
| 1002 | N/A | N/A | N/A | Government |

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|---|---|---|---|---|
| 0001 | POP 01-JAN-2013 TO 31-DEC-2013 | N/A | N/A<br>FOB: Destination | |
| 0002 | POP 01-JAN-2013 TO 31-DEC-2013 | N/A | N/A<br>FOB: Destination | |
| 1001 | POP 01-JAN-2014 TO 31-DEC-2014 | N/A | N/A<br>FOB: Destination | |
| 1002 | N/A | N/A | N/A | N/A |

## CLAUSES INCORPORATED BY REFERENCE

| | | |
|---|---|---|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-6 Alt I | Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I | OCT 1995 |
| 52.204-7 | Central Contractor Registration | AUG 2012 |
| 52.209-7 | Information Regarding Responsibility Matters | FEB 2012 |

| | | |
|---|---|---|
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | FEB 2012 |
| 52.212-1 | Instructions to Offerors--Commercial Items | FEB 2012 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | FEB 2012 |
| 52.215-1 | Instructions to Offerors--Competitive Acquisition | JAN 2004 |
| 52.216-11 | Cost Contract--No Fee | APR 1984 |
| 52.217-8 | Option To Extend Services | NOV 1999 |
| 52.217-9 | Option To Extend The Term Of The Contract | MAR 2000 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-19 | Availability Of Funds For The Next Fiscal Year | APR 1984 |
| 52.249-1 | Termination For Convenience Of The Government (Fixed Price) (Short Form) | APR 1984 |
| 252.229-7000 | Invoices Exclusive of Taxes or Duties | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.232-7011 | Payments in Support of Emergencies and Contingency Operations | JUL 2010 |
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |

CLAUSES INCORPORATED BY FULL TEXT

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

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

**Factor 1 – Technical Capability**

a. Offerors need to demonstrate solid understanding on the requirement, and present the hardware, as well as software capability to delivery the products via radio broadcast service.

a. Delivery and Mobilization – The Government will ensure offerors can deliver on the requirements.

**Factor 2 – Price**

Price will be evaluated but not rated on an adjectival scale. Each Offeror's price proposal shall be evaluated to determine if it is complete, reasonable, and consistent with the Offeror's technical approach, whether it reflects a clear understanding of the solicitation requirements, and whether it contains any material imbalances. A proposal may be deemed unbalanced if the pricing methodology illustrates unreasonable variances in the establishment of the unit or quantity price ranges. An offer may be deemed unbalanced if the mathematical approach is unreasonable. As such, an offer(inclusive of all CLINs) may have the lowest evaluated price; however, the offeror's methodology used to arrive at the price may not be in the best interest of the Government. Quotes that are materially unbalanced, unrealistically high or low, or otherwise not in the Government's best interest may be rejected.

**Past Performance**

Past performance will be evaluated in order to satisfy FAR Part 9 Responsibility Determinations. However, for purposes of this procurement, past performance will not be evaluated as a formal evaluation factor, used to

differentiate between offerors. A lack of past performance is simply a [neutral] rating, and does not impact a responsibility determination.

**Other Considerations**

The Offerors shall submit their proposals based on the most favorable terms in order to reflect their best possible potential. The Government will view unrealistic proposals – e.g., impractical technical or schedule commitments, or lack of price realism – as indicative of a lack of understanding of the the complexity and risk of the contract requirements.

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

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

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

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

(8) FSC 9610, Ores;

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

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

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

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(List as necessary)

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

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

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

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

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

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

| | |
|---|---|
| _____ | _____ |

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

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

| |
|---|
| _ |

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

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

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

| | |
|---|---|
| _ | _ |

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

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

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

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

falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

| Listed End Product | Listed Countriesof Origin |
|---|---|
| | |
| | |
| | |

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

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

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

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

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

(2) ( ) Outside the United States.

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

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

(2) ( ) Outside the United States.

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

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ) TIN: ----------.

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

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

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other ----------.

(5) Common parent.

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

( ) Name and TIN of common parent:

Name ----------.
TIN ----------.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

(o) Sanctioned activities relating to Iran.

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

____ (11) [Reserved]

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

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

____ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

____ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (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.)

XX (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.

XX (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 (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

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

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

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

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

XX (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).

XX (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).

XX (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 (JUL 2012).

(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)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses http://acquisition.gov/comp/far/
DFARS Clauses http://www.acq.osd.mil/dpap/dars/dfars/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _insert regulation name____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)

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

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

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

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

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

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (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) XX 252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

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

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

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) ____ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2012) (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 (JUN 2012) (Section 846 of Pub. L. 111-383).

13)(i) ____ 252.225-7021, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

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

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) XX 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) XX Alternate I (JUN 2012) of 252.225-7036.

(iii) ____ Alternate II (JUN 2012) of 252.225-7036.

(iv) ____ Alternate III (JUN 2012) of 252.225-7036.

(v) ____ Alternate IV (JUN 2012) of 252.225-7036.

(vi) ____Alternate V (JUN 2012) 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 (JUN 2012) (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) XX 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) XX 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 (JUN 2012), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) ____ 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) XX 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) XX 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 (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

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

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), 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)

**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: LCDR Rufus E. Cayetano
ADDRESS: rufus.cayetano.mil@mail.mil
TELEPHONE: +253-21-350-099

(End of Clause)

ADDENDA
Price analysis will be performed in accordance with FAR Part 13, to determine completeness, reasonableness, and understanding of the work. Price will be evaluated by addding prices for all CLINS.

**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.