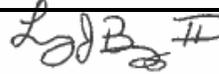
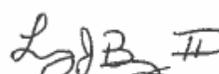


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.	PAGE 1 OF 20
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.	
5. SOLICITATION NO. M27100-14-T-AM02		6. SOLICITATION ISSUE DATE 01-Oct-2013		7. FOR SOLICITATION INFORMATION CALL	
a. NAME LARRY J. BURSEY		b. TELEPHONE NO. (No collect calls) 314-624-5851		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 24 OCT 2013	
9. ISSUED BY II MEF II MEF CONTRACTING SPECIAL PURPOSE MAGTF-AFRICA UNIT 13944 FPO AP 09510		CODE M27100		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: N/A SIZE STD: N/A	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO: (CUSTOMER INFORMATION) SPECIAL PURPOSE MAGTF-AFRICA ANDRES HERNANDEZ CAMP SINGO KAMPALA TEL: +256 77 213 8573		CODE MX3000		16. ADMINISTERED BY SEE ITEM 9	
17a. CONTRACTOR/OFFEROR		CODE ICAY9		18a. PAYMENT WILL BE MADE BY CODE M67443	
FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE <i>(Use Block 20 Continuation Sheet on Pg 2 as Necessary)</i>			TOTAL	
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input type="checkbox"/>			29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____ <input type="checkbox"/>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 03-OCT-13	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SSgt Larry Bursey/ Contracting Officer TEL: 314-624-5851 EMAIL: larry.bursey@eu.navy.mil	





19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Block 20 Continuation Sheet on Pg 2 as Necessary)					TOTAL

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

32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
---	--------------------	---------------------------------	---	------------------

38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
---------------------	---------------------	-------------

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Camp Services FFP See Statement of Work. Period of Performance from October 1st, 2013 to December 31st, 2013. FOB: Destination MILSTRIP: PURCHASE REQUEST NUMBER:	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Option 1: Camp Services FFP See Statement of Work. Period of Performance from January 1st, 2014 to March 31st, 2014. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Option 2: Camp Services FFP See Statement of Work. Period of Performance from April 1st, 2014 to June 30th, 2014. FOB: Destination	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Option 2: Camp Services FFP See Statement of Work. Period of Performance from July 1st, 2014 to September 30th, 2014. FOB: Destination	1	Lot		

NET AMT

STATEMENT OF WORK

Camp Logistics Support Services Statement of Work and Instructions to Offerors

1. Description of Services

The U.S. Government requires **Camp Logistics Services** at a camping facility within the Singo Military Base; located approximately 2 hours drive North West of Kampala. The Contractor shall be responsible for management of the entire site including but not limited to below scope to ensure a habitable camp.

- General Working Area
- Accommodation Area
- Generator, fuel and storage area
- Potable water (two 2000 liter tanks and plumbing system already in place)- water will be brought into camp offsite.
- Waste Water and Waste Disposal Area
- Firefighting Equipment (including maintenance)
- Pest Control/fumigation; flies, snakes, moles, rats, cockroaches etc (provide month schedule)
- Other General Cleaning Requirements
- Maintenance
- Entertainment
- Other monthly requirements necessary to maintain the habitability of the camp.

2. Scope

This contract will cover all necessary Camp Logistic Services necessary to operate the camping facility within Singo Military Base for a base period of two (2) months, with three (3) option periods of three (3) months each. Prospective Contractors shall address both the base and option periods in their quote, as well as any initial start up costs to begin performance.

Base Period: November 1, 2013 to December 31st, 2013

Option Period 1: January 1st, 2014 to March 31st, 2014

Option Period 2: April 1st, 2014 to June 30th, 2014

Option Period 3: July 1st, 2014 to September 30th, 2014

The following services shall be provided by the Contractor under the resulting contract, and billed for monthly, but not limited to;

- Fuel Supplies (for the generator) and storage
- Power Generation to cover all camp requirements, including lighting and the kitchen area (except cooking gas)- 24 hours/day for the entire contract duration
- Waste Management
- Cleaning Services, inside and out the entire facility except the inside the kitchen
- Pest Control, both inside the tents and in and around the compound
- Fire Prevention, including routine maintenance of all fire extinguishers

- Provision and maintenance of generators, to include generator oils and spare parts
- Water Supply Filtration, including chlorine filters and filters
- UV Lamps
- Routine Maintenance of privacy fence around camp
- Provision of applicable insurance
- Restocking of toiletries and detergents
- Compound Maintenance
- DSTV Premium subscription. Equipment is already available. Only fees must be paid for.
- Wear, tear and maintenance, and any other related services or supplies as shall be requested from time to time

3. Areas Requiring Contractor Support and detailed description of technical requirement:

a. Accommodation Area

Requirements shall include but are not limited to: Repair broken cots/beds (if repairable) and replacing fixtures that break.

b. Ablution Area

Requirements shall include but not limited to:

- (2) – 30KVA Generators (they are to run alternatively on a 12 hour cycle and should be serviced regularly to avoid power outages)
- Fuel to run the Generators listed above
- Fuel supplies and storage, which shall include the following:
 - Maintenance of the generator according to manufacturer specifications
 - Maintenance and completion of logbooks for generators
 - Monitoring of the fuel records for each generator
 - Maintenance of electrical appliances e.g. replacement of light bulbs, etc.
 - Ordering of fuel to ensure fuel reserves are available for the generators. There should be 10-14 days of fuel at any given time.
 - Fire extinguisher (for generator area – already on site. All fire extinguishers on site are USG property
 - Fuel Storage – 210LT Fuel Drums – Contractor shall provide for (3) additional

d. Potable Water

Requirements shall include the following but are not limited to:

- Provide a minimum of 5 liters of bottled water shall be supplied to each person available per day (approximately 30 personnel). This bottled water must be from an approved DoD source/ISO certified, i.e. Rwenzori, Dasani, Highland etc.
- Maintaining the following items:
 - Water banker
 - 20,000 liter water tanks with support structures
 - Pressure pump with automatic pressure sensors
 - Lighting system
 - Sand filter and pump
 - Booster pump
 - Delivery pipes

Note: Only approved chemicals will be accepted on the camp to ensure that the water is safe for external purposes.

e. Waste Water and Disposal Area

Requirements shall include but are not limited to:

- Waste shall be collected on a daily basis in a proper and acceptable manner.
- Keeping the disposal bay clean at all times without flies and foul smell.

f. Firefighting Equipment

Fire extinguishers are located in the following areas, and shall be properly maintained at all times (a total of 11):

- Kitchen

- Food Serving Area
- Dining Room
- Accommodation Area
- Generator and Fuel Storage Area
- Laundry
- Storage Area
- All camp and security personnel will be trained in;
 - Basic Fire Fighting
 - Fire Prevention
 - Fire Protection
 - Basic First Aid

g. Pest Control

Contractor shall provide for preventive measures against the potential breeding of mosquitoes, termites, rodents and other insects by providing daily/weekly pest control spraying and other measures. Please address how you will do this your quotes. Additionally, we will require (2) electrical discharge insect control systems (bug zappers) to be placed and maintained in the ablution facility.

h. Other General Cleaning Requirements

- Client will provide a schedule of requirements that include the daily cleaning of some areas as shall be mentioned during the site visit.
- Contractor shall be responsible for any unforeseen tasks, such as cleaning services of an extraordinary nature, caused by the execution of works, painting, pavement changes or any other similar activity
- The Contractor shall be responsible for all Outside cleaning, including:
 - Collection of garbage and debris
 - Cleaning of roads, sidewalks, gutters, gardens, flower beds, etc. as necessary
 - Buildings and surrounding areas
 - Clearing of the perimeter fence and surrounding area
 - Daily replacement of trash bags for all outside dustbins
- The Contractor shall be responsible for all Inside cleaning, including:
 - Cleaning of tents, buildings, ablution facilities, etc.
 - Defrosting of fridges and freezers on a regular basis
 - Unpacking and cleaning of the stores on a regular basis
 -
- Daily cleaning tasks shall include but are not limited to:
 - Sweeping and mopping of the floors
 - Cleaning the furniture
 - Empty rubbish bins and containers
 - Sanitation of the ablution and shower facilities
 - Replacement of toilet paper and soap (unlimited) where applicable
- Weekly cleaning tasks shall include but are not limited to:
 - Cleaning of windows
 - Cleaning of doors
- Monthly cleaning tasks shall include but are not limited to:
 - Cleaning of walls (interior and exterior)
 - Cleaning of roofs, if any
- Quarterly cleaning tasks shall include but are not limited to:
 - Cleaning of manholes

Note: The contractor shall provide all the necessary equipment required to carry out the kind of cleaning requirements to be provided under this contract. This includes all necessary cleaning supplies such as detergents, bleaches, brooms, mops, buckets, toilet paper, soap, etc.

i. Maintenance

The Contractor shall maintain all facilities, equipment and materials according to a maintenance program, which shall be submitted to the Client for approval before implementation.

- Preventative Maintenance. A set of scheduled activities to prevent abnormalities or damage of facilities shall include the following:
 - Inspections
 - Cleaning
 - Servicing
 - Replacements
- The Contractor shall develop checklists for maintenance procedures that will include the following:
 - Identification of the area where the action is performed
 - Date of performance
 - Description of the operation performed
 - Personnel and material resources utilized
 - End date and time
- The following incidents will be considered as “VERY URGENT” as it may affect the operations of the Project and must therefore be handled IMMEDIATELY as problems occur:
 - Problems related to electricity/power supply
 - Problems related to water supply
 - Problems related to the food preparation system

j. Entertainment

The contractor shall be responsible for ensuring DSTV subscription is active for the camp.

k. Other monthly requirements

- Gas Bottle refills
- Replacement of bulbs and other maintenance expenses
- Transport of supplies to site on a weekly basis
- Insurance coverage on property and equipment
- Water provision to site

4. Government Furnished Property/Equipment

The following items will also be provided by the Government for use by the Contractor:

One 63 Amp Manual change over switch

1 Fuel Pump

1 Generator Fan

11 Fire Extinguishers

4 Fuel Storage Containers

1 Samsung 36” LCD Flat Screen TV

15 Trash Bins

3 Water Heaters

9 Large tents (5X8). All with USG owned stand alone metallic air fans (12 pieces)

2 medium tents 5X6. (medical and comm.). These have 2 AC units installed equaling 3600BTUs (USG responsible for maintenance)

4 Small tents 5X5

30 Camping beds (COTs)

30 treated Mosquito nets.

33 Mattresses

Fresh fencing/reinforcement for the compound every contract/option period

5. Site Visit

A Site Visit is not required, but is considered HIGHLY recommended. A Site Visit is scheduled for Friday, October 18th, 2013, at 8am, and assembly point will be at the Singo Military Base main entrance. All potential vendors will be required to transport, and be responsible for their personnel at all time. US Mission shall have no responsibility whatsoever.

All interested vendors should confirm participation in site visit by Wednesday, October 16th, 2013, at 11am local time via email to larry.burse@eu.navy.mil and CC HernandezA4@state.gov, kwikirzarx@state.gov and DunayGE@state.gov.

ONLY INTERESTED AND APPROVED VENDORS WILL BE ALLOWED FOR THE SITE VISIT-attendance will be communicated and confirmed via email, by US mission Kampala, no vendor will be allowed at the site without confirmation email.

Request for Information

Interested vendors should feel free to make inquiries from larry.burse@eu.navy.mil and copy kwikirzarx@state.gov.

6. Structure of Quote

Mobilization Costs/Fees (If any)

Base Option Period – Price to provide all required Camp Logistic Services for the PoP, November 1st to December 31st, 2013.

Option Period 1 – Price to provide all required Camp Logistic Services for the PoP, January 1st 2014 to March 31st, 2014.

Option Period 2 – Price to provide all required Camp Logistic Services for the PoP, April 1st 2014 to June 30th, 2014.

Option Period 3 – Price to provide all required Camp Logistic Services for the PoP, July 1st 2014 to September 30th, 2014.

Section 2: Technical

Contractor shall address in their quote how they plan to fulfill the requirements listed in this Statement of Work. Please address all areas listed in 3. **Areas Requiring Contractor Support and detailed description of technical requirement.**

Section 3: Past Performance

Contractor shall provide up to (3) past performance references in regard to providing Camp Logistics Services (or similar) to a U.S. Government Agency. With these references, provide a good POC, and any additional information you can provide regarding the contract (including contract number, etc.).

7. Evaluation Criteria

The following criteria shall be used to make a Best Value Determination for contract award:
Price, Technical, and Past Performance.

8. Security and Medical clearance

All contractor personnel, including directors, and dedicated delivery van driver etc. shall undergo US Government background security checks, and comprehensive medical clearance at a facility nominated by the US Government. This shall be done at USG expense.

9. Additional information

A dedicated camp manager shall be appointed by the Contractor. At all times there shall be a Company representative able to handle any emerging issue that arises under the contract. In your quote, please provide names(s) and POC information for those individuals you wish to appoint as camp managers upon receipt of contract award. Invoice shall be paid within 30 days (or less) from time of submission of accurate invoice at the end of each month. Submission of invoices will be to the assigned COR under this contract. This is to include accurate banking information, as inaccurate information may lead to a delay in payment from the contract

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01- NOV-2013 TO 31- DEC-2013	N/A	SPECIAL PURPOSE MAGTF-AFRICA ANDRES HERNANDEZ CAMP SINGO +256 077 213 8573 FOB: Destination	MX3000
1001	POP 01-JAN-2014 TO 31- MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3000
2001	POP 01-APR-2014 TO 30- JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3000
3001	POP 01-JUL-2014 TO 30- SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3000

CLAUSES

INVOICING INSTRUCTIONS:

DO NOT USE THE WIDE AREA WORK FLOW (WAWF). PLEASE SUBMIT INVOICES TO THE FOLLOWING ADDRESS:

**II MEF CONTRACTING FORWARD
ATTN: CONTRACTING OFFICER
US MISSION KAMPALA
PLOT 1577 CGABA ROAD, NSAMBYA
P.O. BOX 7007
KAMPALA**

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 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' 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 Public Law 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 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 (July 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—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

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

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

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

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

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

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

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

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

___ (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.)

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

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

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

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

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

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (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 (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C.

3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

___ (iv) Alternate III (Nov 2012) of 52.225-3.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (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 2010) (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)

52.252-2, CLAUSES INCORPORATED BY REFERENCE

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

(End of Clause)

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

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

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

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

(1) [252.203-7000](#), Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

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

(3) ___ [252.205-7000](#), Provision of Information to Cooperative Agreement

Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts)

(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) ___ [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 (NOV 2012) (Section 846 of Pub.

L. 111-383).

(13)(i) ___ [252.225-7021](#), Trade Agreements (NOV 2012) (19 U.S.C. 2501-2518

and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2011) of [252.225-7021](#).

(iii) ___ Alternate II (OCT 2011) of [252.225-7021](#).

(14) ___ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military

Sales (APR 2003) (22 U.S.C. 2779).

(15) [252.225-7028](#), Exclusionary Policies and Practices of Foreign

Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) ___ [252.225-7036](#), Buy American—Free Trade Agreements—

Balance of Payments Program (NOV 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301

note).

(ii) ___ Alternate I (JUN 2012) of [252.225-7036](#).

(iii) ___ Alternate II (NOV 2012) of [252.225-7036](#).

(iv) ___ Alternate III (JUN 2012) of [252.225-7036](#).

(v) ___ Alternate IV (NOV 2012) of [252.225-7036](#).

(vi) ___ Alternate V (NOV 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) ____ [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).
- (21) ____ [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ [252.227-7037](#), Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see [227.7102-4\(c\)](#)).
- (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) ____ [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) __X__ [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) X Alternate III (MAY 2002) of [252.247-7023](#).

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

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

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

(1) [252.225-7039](#), Contractors Performing Private Security Functions (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)

SUP 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 the 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 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: STAFF SERGEANT LARRY J. BURSEY
ADDRESS: **II MEF CONTRACTING FORWARD**
ATTN: **CONTRACTING OFFICER**
SPMAGTF 13.3
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INCORPORATED BY REFERENCE

52.212-4, CONTRACT TERMS AND CONDITIONS, COMMERCIAL ITEMS
52.225-14, INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT
252.203-7002, REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.225-7041, CORRESPONDENCE IN ENGLISH
252.232-7008, ASSIGNMENT OF CLAIMS (OVERSEAS)
252.232-7010, LEVIES ON CONTRACT PAYMENTS
252.233-7001, CHOICE OF LAW (OVERSEAS)

Point of Contact for all Contract Issues

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