

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

1. REQUISITION NUMBER
0010652447

PAGE 1 OF 42

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

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W564KV-15-T-0022	6. SOLICITATION ISSUE DATE 24-Feb-2015
-----------------	-------------------------	-----------------	--	---

7. FOR SOLICITATION INFORMATION CALL:	a. NAME BUNNIE K. MARTINEZ, SSG	b. TELEPHONE NUMBER (No Collect Calls) 483-5174	8. OFFER DUE DATE/LOCAL TIME 12:00 PM 05 Mar 2015
---------------------------------------	------------------------------------	--	--

9. ISSUED BY TCC-KAISERSLAUTERN KO DIRECTORATE OF CONTRACTING UNIT 23156 APO AE 09054 TEL: FAX:	CODE W564KV	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)	NAICS: SIZE STANDARD:
---	----------------	---	--	------------------------------

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
--	--------------------	--	-------------	---

15. DELIVER TO 0007 HQ HHB USAREUR 7A AMHA HQ USAREUR & 7TH ARMY UNIT 29351 09014-9351 APO UNITED STATES TEL: FAX:	CODE WK489S	16. ADMINISTERED BY	CODE
--	----------------	---------------------	------

17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
--	------	---------------	------------------------------	------

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

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

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

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

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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)
--------------------------------------	--

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:	31c. DATE SIGNED
--	------------------	---	------------------

**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 <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 NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

Section SF 30 - BLOCK 14 CONTINUATION PAGE

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 3 days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Commercial Buses FFP The Contractor shall provide commercial buses (50 seats with cargo space underneath). In accordance with Part 5 of the performance work statement FOB: Destination PURCHASE REQUEST NUMBER: 0010652447	42	Each		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	This CLIN HAS BEEN DELETED FFP THIS CLIN HAS BEEN DELETED FOB: Destination PURCHASE REQUEST NUMBER: 0010652447				
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Cargo Truck FFP	30	Each		

The contractor shall provide commercial trucks for the transport of equipment (vehicles and shipping containers) between L'viv International and Yavoriv IPSC.

The current estimate requires two (2) to eleven (11) commercial trucks per movement, but final numbers will be confirmed with the COR.

FOB: Destination

PURCHASE REQUEST NUMBER: 0010652447

NET AMT

ADDENDUM TO CLAUSE 52.212-4

Paragraph (a) Inspection/Acceptance: Inspection and acceptance will be performed at the address, shown in block 15 of the Standard Form 1449. Paragraph (b) Assignment is replaced by DFARS 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS).

Paragraph (k) TAXES is replaced by Clause DFARS 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES Paragraph (t): The following clauses are added by reference: FAR 52.203-3, FAR 52.203-6, FAR 52.204-7, FAR 52.233-3, FAR 52.233-4 and DFARS 252.204-7004 A.

ADDENDUM TO CLAUSE 52.212-1

Addendum to clause 52.212-2:

ADDENDUM TO FAR 52.212-2

(a) The Government will award a Firm Fixed Price IDIQ contract resulting from this Request for Quote/solicitation under FAR Part 12 to the responsible offeror whose quote conforms to the Request for Quote/solicitation and whose quote represents the best value to the Government using a lowest price technically acceptable source selection process. Award will be made on the basis of the lowest evaluated price meeting the technical acceptability standards. Technical acceptability, which, will be based on a supplier submitting a quotation that demonstrates the supplier's ability to comply with all of the requirements listed in the Request for Quote/solicitation's Performance Work Statement/Specifications.

(b) Price/Options. The Government will evaluate the lowest evaluated price for each quote for award purposes by adding the total price for all contract line items within the RFQ/solicitation requirement.

(c) The Government intends to evaluate quotes and award a contract without discussions. Therefore, each initial quote should contain the supplier's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

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

SOLICITATION INSTRUCTION

General: The following instruction to suppliers/ offerors is to ensure sufficient information necessary for the Government to fully understand and evaluate quotation is submitted.

The US Government intends on awarding an Indefinite Delivery Indefinite Quantity (IDIQ) to the offeror whose quote is the most advantageous to the government. We intend on awarding this IDIQ for 8 months starting on or about 23 March 2015 through TBD. The total agreement shall not exceed 8 months. The proposed IDIQ period of performance shall be as follows: Period of Performance: 23 March 2015 - TBD.

1. QUOTATION SUBMISSIONS.

Submission of Quotes shall be emailed to MAJ LaTasha D. Watson, Contract Specialist, at latasha.d.watson.mil@mail.mil, SSG Bunnie Martinez, Contracting Specialist, at bunnie.k.martinez.mil@mail.mil and Mrs. Latosha McCoy, Contracting Officer, at latosha.v.mccoy.civ@mail.mil. The subject of the email shall be: "W564KV-15-T-0022- Quote".

The Request for Quote shall reach the Government no later than 1200 (Noon) local time for the designated Government office (Central European Time) on 12 March 2015. Quotes shall be received on or before the due date, found on Page 1, Block 8 of the solicitation. Submission of offers shall be by email only.

2. DETAILED QUOTE INSTRUCTIONS.

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected. The offerors quotes shall consist of the following section:

I. PRICE.

Price quotes shall consist of the signed SF1449 with prices for each line item. The line item prices will be totaled to come up with a total overall price for evaluation purposes. The proposal shall include a price list of services. Quotes can be in EUROS or USD.

II. SUBMISSION REQUIREMENTS.

In addition to the price quotes, offerors are required to submit the following:

- a. Name, address, telephone, and email address of point(s) of contact with the authority to legally bind the Contractor.
- b. Name, address, DUNS, CAGE and TAX Identification Number of the Contractor submitting the quote (if applicable).

3. PERIOD OF ACCEPTANCE OF QUOTES/OFFERS.

Offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of quote, unless another time period is specified in an addendum of the solicitation.

4. LATE SUBMISSIONS.

In accordance with FAR 52.212-1

- a. Late submissions may be accepted in accordance with FAR 52.212-1(f)(2)(i); or
 - b. The Contracting Officer determines accepting the late quote is in the best interest of the Government; and
 - c. The late quote is received prior to the start of technical evaluation of received quotes.
- Offeror shall submit only one offer.

5. QUESTIONS PERTAINING TO THE SOLICITATION.

All questions from the offeror regarding this solicitation shall be submitted via email to MAJ LaTasha D. Watson, Contract Specialist, at latasha.d.watson.mil@mail.mil, SSG Bunnie Martinez, Contracting Specialist, at bunnie.k.martinez.mil@mail.mil and Mrs. Latosha Mccoy, Contracting Officer, at latosha.v.mccoy.civ@mail.mil. Questions shall be submitted by 25 February 2015, 1200 Central European Time. The subject of the email shall be: " W564KV-15-T-0022 - Questions." Questions shall annotate a reference to the specific solicitation element to which they pertain. All responses will be taken into consideration and answered appropriately in an amendment to the RFQ/ solicitation. Questions received after the cutoff date/time will not be addressed.

6. PAYMENT INSTRUCTIONS.

Vendor will submit invoices to the receiving organization's POC. The receiving organization POC will review the invoice and address any issues with the vendor if necessary.

If the invoice is incorrect or incomplete and is rejected, it must be returned to the vendor within three (3) calendar days with a written statement as to the discrepancies. A copy of this correspondence will be provided to the Contracting Officer Representative (COR) or Contracting Officer.

If the invoice is incorrect due to deficiencies in performance which cannot be rectified through coordination with the vendor, the organization POC will forward the invoice and full explanation to the Contracting Officer for their determination of appropriate action.

When the POC determines the invoice is correct, he/she will prepare the DD250, Receiving Report, and forward the invoice and receiving report to the organization POC.

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

_PHONE NUMBER

_EMAIL

_SWIFT CODE

_ BLZ or BANK ROUTING NUMBER

_ ACCOUNT NUMBER

_ BANK NAME

_ INTERNATIONAL BANK ACCOUNT NUMBER (IBAN) (If Applicable)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)***GROUND TRANSPORTATION FOR GSCF-U*****23 MARCH 2015****PART 1**

1. GENERAL: The Government intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) service contract to provide ground transportation between L'viv International Airport and Yavoriv International Peacekeeping and Security Center (IPSC) for United States Forces (USF).

1.1 Introduction. The contractor shall provide all equipment, vehicles, and personnel necessary to provide ground transportation in accordance with the ordering clause.

1.2 Background: The US and Ukrainian Army shall conduct a joint training mission at the International Peacekeeping and Security Center (IPSC) near L'viv, Ukraine from approximately 23 MAR - TBD. During this time period, routine movement of personnel and equipment in to L'viv Airport will require ground transportation from the airport to Yavoriv IPSC, as well as from Yavoriv IPSC to L'viv International Airport.

1.3 Objectives: The objective of this contract is to provide a sustainable solution for ground transportation support to USF, ensuring equipment and personnel are delivered to the Yavoriv IPSC in a safe and timely manner.

1.4 Scope of Work. The US Government requires logistical support services for movement of personnel and equipment from L'viv International Airport to Yavoriv IPSC, as well as return. Each movement will consist of approximately 300 US personnel requiring commercial buses, as well assorted equipment requiring commercial trucks or flat beds to transport. From March until October, there will be approximately three (3) trips from L'viv International to Yavoriv IPSC, and approximately three (3) trips from Yavoriv IPSC to L'viv International. The Contractor shall meet with the COR to confirm the dates of movement and refine the locations for pick-up and delivery. The services required are logistical in nature and are further outlined below.

1.5 Period of Performance: The period of performance shall be a base period of eight (8) months.

1.6 General Information

1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures that his work complies with the requirement of the contract.

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

1.6.3 Recognized Holidays: The contractor is not required to work on the following national holidays; the contractor must coordinate with the COR to ensure that the customer's needs are fulfilled prior to or immediately following the holiday and that services are maintained.

Easter Sunday & Monday (5-6 April)
Dormition of the Theotokos (15 August)

Labor Day (1 May)

1.6.4 Hours of Operation: The contractor is responsible for conducting business as necessary in order to meet the requirements outlined in this PWS. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. The contractor must provide a contact number

with 24-hour availability for emergency issues, and will respond within two (2) hours of a request by the COR during business hours (0600-2000) or as soon as possible the next day if infeasible.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at L'viv International Airport and Yavoriv IPSC.

1.6.6 Type of Contract: The government intends to award an indefinite delivery, indefinite quantity (IDIQ) Fixed Price contract. Fixed Price task orders will be issued under the terms, conditions, and pricing of this IDIQ.

1.6.7 Antiterrorism/Force Protection:

Standard Clause: The contractor and all associated subcontractor employees will comply with applicable installation, facility, and area commander installation/facility access and local security policy and procedures (provided by Government representative). The contractor will also provide all information required for background checks to meet installation-access requirements to be accomplished by the installation provost marshal office, director of emergency services, or security office. The contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA, and local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the force protection condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

Standard Clause: DFARS 252.225-7043. The clause will be used in solicitations and contracts that require performance or delivery in a foreign country. This clause applies to both contingencies and non contingency support. The key AT requirement is for non-local national contractor personnel to comply with theater clearance requirements and allows the combatant commander to exercise oversight to ensure the contractor's compliance with combatant commander and subordinate task-force commander policy and directives.

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

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

1.6.10 Contract Manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall provide a reliable contact number and be able to respond to Government inquiry within 24 hours of inquiry. The contract manager must be capable of speaking and reading English.

1.6.11 Contractor Travel: The Contractor will be required to travel to L'viv International Airport and to Yavoriv IPSC in order to pick-up and deliver soldiers and equipment, as well as meet with the contracting officer as necessary.

PART 2
DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

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

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

2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

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

2.1.7. **OPERATIONAL SECURITY (OPSEC).** The process of identifying critical information and subsequently analyzing friendly actions attendant to military operations and other activities to (a) identify those actions that can be observed by adversary intelligence systems, (b) determine indicators that hostile intelligence systems might obtain that could be interpreted or pieced together to derive critical information in time to be useful to adversaries, and (c) select and execute measures that eliminate or reduce to an acceptable level the vulnerabilities of friendly actions to adversary exploitation.

2.1.8. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.9. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.10. **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.11. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.12. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.13. **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.14. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FMC	Fully Mission Capable
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAW	In Accordance With
KO	Contracting Officer
NMC	Not Mission Capable
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PAX	Personnel
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit
USF	United States Forces
USG	United States Government

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. Equipment. The government will provide 4x4 wood (dunnage) to place shipping containers (arriving at L'viv Airport) on upon delivery to Yavoriv IPSC. USF will not provide the blocking/bracing material (tie-down chains, etc) that the contractor uses for securing cargo to their vehicles.

3.2. As necessary, USF will provide an alternate material handling equipment (MHE) forklift to assist in onload/offload of shipping containers and vehicles to/from the flatbed trucks. The primary MHE will be provided by the contractor.

3.3. Personnel. As necessary, USF will provide personnel to surveillance onload and offload of personnel and equipment onto contractor vehicles, both at L'viv International and at Yavoriv IPSC. USF will provide operators for all vehicles that require drive-on / drive-off loading; contractor operators will not drive USG vehicles.

3.4. The COR is responsible for providing the Contractor schedules for upcoming requirements outside of the contract hours of operation at the discretion of both the Contractor and the COR.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall provide specified equipment and all services required to provide transportation services in accordance with the conditions explained in Part 5.

4.2. Insurance: The contractor will carry insurance for their own vehicles. The US government will not be held liable for claims generating from contracted operator error or equipment malfunction. The contractor is responsible for all damage caused to US cargo and equipment due to negligence.

4.3. Vehicles: The Contractor shall provide commercial buses and trucks as outlined in Part 5 (below).

4.4. Fuel: The Contractor shall provide fuel for all contractor vehicles; USF will not buy or give fuel to the contractor for this contract.

4.5. Equipment: The Contractor shall further provide all equipment, materials, tools, consumable supplies, emergency equipment, fittings and fixtures, testing devices, and any other items necessary to perform this contract. The Contractor must comply with all local safety regulations and be able to perform all work as outlined in this PWS.

4.6. Records: The Contractor should maintain records of transactions with the US Government and, upon request, make such records available to the COR within a 24 hour period.

4.7. Personnel: The Contractor will provide operators (drivers) for all contractor-provided vehicles; USF will not drive contractor vehicles. The Contractor will provide meals and water for their own personnel.

4.8. Maintenance/Recovery: The Contractor will provide maintenance and recovery services for their own vehicles; USG will not pay for maintenance and recovery unless caused by USF negligence.

PART 5

5. Specific Requirements

5.1. Commercial Buses. The Contractor shall provide commercial buses seven (7) 50 PAX buses (50 seats with cargo space underneath) for all movements to and from L'viv International Airport. The current estimate requires seven (7) commercial buses per trip, but final numbers will be confirmed with the COR.

5.1.1. Each large movement of vehicles shall be accompanied by a covered baggage van or trailer to transport two (2) bags of luggage per person (100 total bags). Each vehicle shall be a fully enclosed vehicle that meets international safety and force protection standards.

5.1.2. Each vehicle shall be equipped with operable Air Conditioning and heating that is capable of maintaining a constant temperature between 20 and 24 degrees Celsius. Each vehicle shall have curtains to close as needed for force protection. Each vehicle shall come with a driver who is licensed to drive in the Ukraine and is familiar with the routes in and around L'viv and the International Peace Keeping and Security Center, Yavoriv. Each driver shall have a cell phone and be able to contact the Contracting Officer Representative (COR) as well as to be contacted by the COR. Each driver shall be capable of speaking English well enough to take basic commands from the US officer in charge of the vehicle.

5.2. Commercial trucks. The contractor shall provide commercial trucks for the transport of equipment (vehicles and shipping containers) between L'viv International and Yavoriv IPSC. The current estimate requires two (2) to eleven (11) commercial trucks per movement, but final numbers will be confirmed with the COR.

5.2.1. The flatbed trucks must be capable of transporting up to 70,000 pounds (31.751.5 kg) of cargo. The trucks must have bed space with dimensions of at least 18 feet (5.5 meters) long by 8.5 feet (2.6 meters) wide and have blocking/bracing material to secure both shipping containers and vehicles to the bed of the truck. The cargo for these trucks will consist of military vehicles and shipping containers. Each vehicle must meet international safety and force protection standards.

5.2.2. Each vehicle shall come with a driver who is licensed to drive in the Ukraine and is familiar with the routes in and around L'viv and the International Peace Keeping and Security Center, Yavoriv. Each driver shall have a cell phone and be able to contact the Contracting Officer Representative (COR) as well as to be contacted by the COR. Each driver shall be capable of speaking English well enough to effectively communicate to a USG representative.

5.3. Material handling equipment (MHE). The contractor shall provide MHE (such as a forklift) capable of lifting up to 10kg of equipment for the onload/offload of equipment at each trip. It does not matter if the MHE is transported inside the cargo trucks or if it is two (2) separate vehicles (one for the loading location and one for the offload location). The primary use of this MHE will be for moving shipping containers on and off of the commercial trucks.

5.3.1. The Contractor will provide operators for the MHE. USF will not operate the Contractor's equipment.

5.4. Tentative schedule

5.4.1. The current forecasted schedule is subject to change, but calls for the following requirements. This schedule will be confirmed and adjusted with the COR as necessary. The US Government intends to award an IDIQ contract for the contractor who can provide the following support:

March: one (1) trip from L'viv to Yavoriv during this time period; seven (7) buses, eleven (11) commercial trucks

May: one (1) trip from Yavoriv to L'viv and one (1) trip from L'viv to Yavoriv; seven (7) buses, two (2) commercial trucks each trip

July: one (1) trip from Yavoriv to L'viv; seven (7) buses, two (2) commercial trucks

August: one (1) trip from L'viv to Yavoriv; seven (7) buses, two (2) commercial trucks

October: one (1) trip from L'viv to Yavoriv during this time period; seven (7) buses, eleven (11) commercial trucks

5.5. Each driver and vehicle operating in L'viv and Yavoriv shall remain on site at the destination until instructed to return passengers and equipment to the pickup location; for whatever reason vehicles need to depart the assigned location drivers must notify the COR in person.

5.5. The Contractor shall be responsible for the maintenance and recovery of all buses and trucks. The contractor shall provide a replacement bus or truck within four hours of notification that a vehicle is inoperable. Upon request, the contractor shall provide maintenance records for all vehicles to include service dates within 30 days of the required services date.

5.6. Each vehicle shall have a full tank of petroleum/fuel prior to the start of each day. All fuel required for vehicle operation shall be provided by the contractor and shall not be priced separately. A daily mileage log shall be signed by the COR at the end of each day.

5.7. The Contractor shall furnish all management supervision personnel, training, equipment, material, supplies, and any other equipment and personnel required to accomplish the requirement of providing ground transportation specified herein except as specified as Government furnished. Services shall be provided during the hours and days specified herein.

5.8. When driving between L'viv and Yavoriv, the contractor shall follow local vehicle laws and Yavoriv IPSC regulations.

5.9. The Contractor shall, as directed by the Contracting Officer's Representative (COR), provide a daily "status report" on all work conducted for that day and scheduled missions for the next 48 hours. The Contractor shall ensure the availability of vehicles and drivers meet the schedule outlined by the COR and adjusted in the daily "status report" meetings. The Contractor shall provide Management /Supervision and Administration support to this contract. The Contractor shall make available to the COR a 24 hours point of contact. Should any conflict occur in interpreting contractual requirements the final interpretation and guidance will come from the Contracting Officer. Any day-to-day operations regarding locations/times under this contract should be coordinated with the COR.

5.10. Personnel. The Contractor shall maintain at a minimum one administrative or management employee available to the COR for daily synchronization. In addition, the Contractor shall be available for meetings to ensure all requirements are met as outlined in this PWS. The Contractor's primary point of contact shall have an understanding of English both written and spoken.

5.10.1. The Contractor shall provide a Contract Manager and an alternate (if the Contract Manager is not available) who shall be responsible for the daily performance of the work. Their contact information shall be provided within five days of award. The Contractor shall provide written notice to the Contracting Officer and COR of any change of the Contract Manager or his alternate within 24 hours of the change. The Contract Manager or alternate shall be physically available during normal duty hours within one hour of notification by the Contracting Officer or the COR. The Contract Manager or alternate shall be available telephonically at all times for the duration of the performance period.

5.11. The Contractor shall ensure all drivers/operators meet the standards required by Ukraine law to operate the specific vehicle assigned and that vehicles are insured as required by Ukraine laws. The Contractor shall ensure all drivers have approved access to L'viv International Airport, the IPSC main compound, Central City, field training site routes, and other areas as designated by the COR within the IPSC training area.

5.12. The Contracting Officer may require, in writing, that the Contractor removes from contract performance any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable. The Contractor shall replace the removed employee with another employee with equal or better skills within three business days of the removal. The removal from the job site of a Contractor employee does not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

PART 6

6. Contract Deliverables. All deliverables and reports shall be in English and be provided in duplicate to the COR.

6.1 Service Orders. The Contractor shall receive service calls from the COR via cellular phone when required between the business hours of 0600-2200 as outlined in this PWS. No telephonic voice messages regarding changes to confirmed locations/times will be accepted by any party.

6.2 Reports. A Daily Mileage Log shall be developed by the Contractor that details number/type of vehicles used, origin and destination, time spent driving, and mileage driven. This report shall be developed as required and submitted to the Contracting Officer or Contracting Officer's Representative (COR).

Report	Frequency	Quantity	Format
Daily Mileage Log	As requested	Two (2)	MS Excel

6.3 Damages. The Contractor shall be bonded/insured against damage to employees and for any temporary minor construction work done during the performance of this contract. Bondage/insurance shall be at a minimum in accordance with local and national Ukrainian law.

6.4 Certifications and Compliance with Ukrainian Law. The Contractor shall hold or obtain upon award current certifications required by Ukrainian law, if any, to perform the service, and be registered with the Chamber of Commerce and Ministry of Defense (as applicable in accordance with local law). Installation, material, and workmanship must conform to Ukrainian law, including required certificates of conformance, and be performed in accordance with fire, safety, electrical, and housing codes as well as occupational safety regulations. Contractor-furnished system components shall be marked. Disposal of all waste generated in the performance of this contract shall be in conformance with applicable host nation laws. Copies of Subcontractor certifications, if Subcontractors are used, shall also be retained by the Contractor.

PART 7

7 Security.

7.1 Personnel Security. Not later than contract award, the Contractor shall provide the Contracting Officer, COR and the US Embassy in Ukraine a written list of personnel, including sub-contractor personnel, who will be conducting work under this contract. AE Form 604-1B-R (Personnel Data Request Worksheet) shall also be submitted to the COR before work is to be performed, and will be provided to the Contractor at no additional cost to the Contractor. The Contractor shall ensure all employees have no negative police reports and have no significant criminal charges that can affect the safety of equipment and personnel participating in the exercise. The list shall include full names, birthdates, local address and job title for all contracted and sub-contracted employees.

7.2 Physical Security. The Contractor is responsible for the security of all Contractor-owned equipment at all times for the duration of the performance period. USF will not be responsible for providing security for contractor equipment, and the contractor will not be responsible for any government equipment.

7.3 Information security. The Contractor shall protect US names, addresses and contact information from any disclosure.

7.4 All contractor employees, including subcontractor employees, requiring access to Army installations, facilities, and controlled-access areas will complete AT Level I awareness training within 15 calendar days after the contract start-date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor will submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or to the contracting officer, if a COR is not assigned, within five calendar days after training is completed by all employees and subcontractor personnel. This training is a requirement due to contracted employees working within close proximity to US military operations. AT Level I awareness training is available online at <https://atlevel1.dtic.mil/at>.

7.5 The contractor and all associated subcontractors will brief all employees on the local iWATCH/iSALUTE program (training standards provided by the requiring activity ATO). This locally developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training should be completed within 11 calendar days after the contract is awarded and within 11 calendar days after new employees commence contract performance, with the results reported to the COR within 29 calendar days after the contract is awarded.

7.6 Contractor Uniform and Badges: Contractor personnel shall present a neat appearance and be easily recognizable as Contractor employees. For this purpose, all Contractor personnel shall wear a Contractor-furnished, easily readable identification badge that is visible on the outside of their clothing. The badge shall include the firm's name, the employee's name and a recent photograph of the employee. The badge shall be written in both Ukrainian and English. All work under this contract shall be performed in a professional manner. Therefore, the Contractor personnel performing under the contract shall have training, prior work experience, or demonstrated technical skills required to fulfill the specific contract requirements. Drivers shall be licensed in accordance with host nation laws for the equipment operated.

7.7 Operational Security (OPSEC): The contractor will identify an individual who will be an OPSEC coordinator. The coordinator will report to the uniformed military OPSEC officer.

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	7.00		42.00	
0003	11.00		30.00	

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	7.00	\$	42.00	\$
0002		\$		\$
0003	11.00	\$	30.00	\$

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-MAR-2015 TO 23-DEC-2015	N/A	0007 HQ HHB USAREUR 7A AMHA HQ USAREUR & 7TH ARMY UNIT 29351 09014-9351 APO UNITED STATES FOB: Destination	WK4B9S
0002	POP 23-MAR-2015 TO 23-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK4B9S
0003	POP 23-MAR-2015 TO 23-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WK4B9S

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	System for Award Management	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	DEC 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt I	Transportation of Supplies by Sea (APR 2014) Alternate I	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

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

1. Price:

The Government will make an award using the lowest price source selection process per FAR 15.101-2. Award will be made on the basis of the lowest evaluated price of quotes received that meet or exceed the technical acceptability as described in the Performance Work Statement.

Factor 1: Price

(i) The total evaluated price shall be the sum of all CLIN prices listed in the schedule.

(ii) Currency: Offers submitted in response to this solicitation shall be in terms of local currency or U.S. Dollars. The Government shall use the daily local currency = U.S. Dollar exchange rate of the solicitation closing date to convert local currency offers into U.S. Dollar for evaluation. Evaluation of foreign currency offers will be in accordance with FAR clause 52.225-17. All supporting documentation shall reflect the same currency established in the price proposal.

(b) Options. Not applicable to this procurement

(c) This solicitation is a Request for Quotations (RFQ) under FAR Parts 12 & 13. Once the Government identifies the winning quote, the contractor may accept the offer by notification to the Government orally or in writing."

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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 SAM website.

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

[Offeror to identify the applicable paragraphs at (c) through (p) 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 that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

—

(10) 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)(10)(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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--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--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--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, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) *Buy American-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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

---	---
---	---
---	---

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

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

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

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

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

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

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

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

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

(2) () Outside the United States.

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (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 Labor Standards 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.

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

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

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

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

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

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

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

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

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

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

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [___] has or [___] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[___] Yes or [___] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of provision)

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

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 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)).

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

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

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

___ (5) [Reserved]

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

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

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

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

___ (10) [Reserved]

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

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

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

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

- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (34)(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.)

____ (35) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (36)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (38)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

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

____ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____(41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (43) 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).

____ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

X (50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (53)(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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

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

____ (10) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

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

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

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using www.XE.com website in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

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

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

<http://farsite.hill.af.mil/vffara.htm>
<http://farsite.hill.af.mil/VDFDARA.HTM>
<http://farsite.hill.af.mil/VFAFAR1.HTM>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/vffara.htm>
<http://farsite.hill.af.mil/VFDFARA.HTM>
<http://farsite.hill.af.mil/VFAFAR1.HTM>

(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 **DFAR** (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

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

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

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

NAME OF TAX: VAT RATE (PERCENTAGE): 20%

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

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

(End of clause)

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

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

CCE.233-4002 AMC-LEVEL PROTEST PROGRAM (January 2014)

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

Protest to HQAMC shall be filed at:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256) 450-8840 or e-mail: usarmy.redstone.usamc.mbx.protests@mail.mil

Packages sent by FedEx or UPS should be addressed to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000

The AMC-level protest procedures are found at:
<http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

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

(End of Provision)