

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER 0010368841		PAGE 1 OF 30				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912QM-13-T-0006		6. SOLICITATION ISSUE DATE 19-Jul-2013		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME BERILDA MEDINA			b. TELEPHONE NUMBER (No Collect Calls) 011-504-234-8641 X5067		8. OFFER DUE DATE/LOCAL TIME 12:00 AM 14 Aug 2013		
9. ISSUED BY RCO SOTO CANO UNIT 5714 APO AA 34042  TEL: 011504-234-8641 FAX: 011504-234-8641X4497			CODE W912QM		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS
15. DELIVER TO  <b>SEE SCHEDULE</b>			CODE		16. ADMINISTERED BY  CODE					
17a. CONTRACTOR/OFFEROR  TEL. FACILITY CODE			CODE		18a. PAYMENT WILL BE MADE BY  CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:					

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

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

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

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

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> )

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	JTF-Bravo/J6 is requesting to provide FFP a service and provide maintenance to all necessary telecommunications equipment to support daily Joint Task Force Bravo (JTF-B) Operations in accordance with Performance Work Statement. POP BASE YEAR: 01 Oct 13 to 30 Sep 14. FOB: Destination PURCHASE REQUEST NUMBER: 0010368841	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Installaiton for Telephone Circuits IAW FFP attached Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: 0010368841	1	Lump Sum		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	JTF-Bravo/J6 is requesting to provide FFP a service and provide maintenance to all necessary telecommunications equipment to support daily Joint Task Force Bravo (JTF-B) Operations in accordance with Performance Work Statement. POP FIRST OPTION YEAR: 01 Oct 2014 to 30 Sep 2015. FOB: Destination	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	JTF-Bravo/J6 is requesting to provide FFP a service and provide maintenance to all necessary telecommunications equipment to support daily Joint Task Force Bravo (JTF-B) Operations in accordance with Performance Work Statement. POP SECOND OPTION YEAR: 01 Oct 15 to 30 Sep 16. FOB: Destination	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	JTF-Bravo/J6 is requesting to provide FFP a service and provide maintenance to all necessary telecommunications equipment to support daily Joint Task Force Bravo (JTF-B) Operations in accordance with Performance Work Statement. POP THIRD OPTION YEAR: 01 Oct 16 to 30 Sep 17. FOB: Destination	12	Months		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	JTF-Bravo/J6 is requesting to provide FFP a service and provide maintenance to all necessary telecommunications equipment to support daily Joint Task Force Bravo (JTF-B) Operations in accordance with Performance Work Statement. POP FOURTH OPTION YEAR: 01 Oct 2017 to 30 Sep 18. FOB: Destination	12	Months		

---

NET AMT

## 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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2013 TO 30-SEP-2014	N/A	J-6 JTFB OFFICER IN CHARGE JTFB J-6 SOTO CANO, AB HONDURAS PALMEROLA, COMAYAGUA FOB: Destination	W8003G
0002	01-OCT-2013	1	W495 USA E JT LATIN AM SPT CM W495 USA E JT LATIN AM SPT CM FUERZA DE TAREA CONJUNTA BRAVO BASE AEREA SOTO CANO W8003G HHC COMAYAGUA HONDURAS FOB: Destination	W8003G
1001	POP 01-OCT-2014 TO 30-SEP-2015	N/A	J-6 JTFB OFFICER IN CHARGE JTFB J-6 SOTO CANO, AB HONDURAS PALMEROLA, COMAYAGUA FOB: Destination	W8003G
1002	POP 01-OCT-2015 TO 30-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W8003G
1003	POP 01-OCT-2016 TO 30-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W8003G
1004	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W8003G

SITE VISIT INFORMATION

DOCUMENTS NEEDED TO PARTICIPATE IN THE SITE VISIT.

DOCUMENTS MUST BE SUBMITTED TO THE CONTRACTING OFFICE NOT LATER THAN 26 JULY 2013  
ATTENTION Berilda Medina AT [berilda.medina.hn@jtfb.southcom.mil](mailto:berilda.medina.hn@jtfb.southcom.mil) and SSgt. Michael Palmer at  
[michael.palmer@jtfb.southcom.mil](mailto:michael.palmer@jtfb.southcom.mil) or via fax at (504) 2234-4634 and ask the operator for ext. 4497.

Site Visit will take place in accordance with Performance Work Statement Paragraph 1.3. and date scheduled for the site visit is from 5-7 August 2013.

THE BELOW DOCUMENTS SUBMITTED MUST BE LEGIBLE TO GET BASE PASS:

1. Copy of the identification (ID) for the person(s) who will participate in the site visit.
2. Copy of the Vehicle(s) certificate (Revision del carro).

Provide the name of the company Point of contact, e-mail address and phone number in order to confirm the site visit date once the base pass is approved.

**IMPORTANT NOTE:**

The above documents must be legible and ONLY the person(s) and vehicle(s) that were submitted for a pass will have access to the Base and the site for the visit. It will be on your own responsibility to come to participate in the site visit and if documents to get a pass was not submitted.

PERFORMANCE WORK STATEMENT

**Performance Work Statement (PWS)  
Commercial Telecommunication Services  
07/10/2013**

1 Introduction 8

1.1 Mission .....	8
1.2 Background .....	8
1.3 Scope .....	8
2 General Requirements .....	9
2.1 Non-Personal Services .....	9
2.2 Business Relations .....	9
2.3 Contract Administration and Management .....	9
2.3.1 Contract Management .....	9
2.3.2 Contracting Officer Representative (COR) .....	10
2.3.3 Identification of Contractor Employees .....	10
2.4 Subcontract Management .....	10
2.5 Contractor Personnel, Disciplines, and Specialties .....	10
2.6 Location and Hours of Work .....	11
2.7 Contractor Furnished Material .....	11
3 Performance Requirements .....	11
3.1 Support JTF-B Commercial Communication Systems located in SCAB and US MILGRP in Tegucigalpa .....	11
4 Special Requirements .....	12
4.1 Security and Safety .....	12
4.2 Government Furnished Materials .....	12
5 Deliverables .....	12
6 Related Documents .....	13

**Performance Work Statement (PWS)  
Commercial Telecommunication Services**

## 1 Introduction

This is a non-personal services contract to provide and maintain all necessary telecommunications equipment and services to support daily Joint Task Force Bravo (JTF-B) Operations using contractors infrastructure, to include appropriate hardware and software. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

### 1.1 Mission

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, fuel and maintenance and any other items necessary to support JTF-B Commercial Communication Systems located in Soto Cano Air Base (SCAB) and United States Military Group (US MILGRP) in Tegucigalpa (TGU), as defined in this Performance Work Statement (PWS), except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

### 1.2 Background

Services are currently transported to Comayagua via two Microwave systems from and to Tegucigalpa. One of the microwave systems is maintained by the Command, Control, Communications and Computer Systems (C4S) Contractor, the other is maintained by the current Commercial Telecommunication Service Contractor. Both microwave systems are at their end of life, therefore the upgrade and maintenance for these old systems is cost prohibitive.

### 1.3 Scope

This PWS is a comprehensive description of local exchange access services, analog and digital access transport services, JTF-B requires a Contractor to be technically capable of providing. The Contractor shall provide all transmission facilities, equipment, materials, maintenance, test equipment, testing documentation and design layout needed to perform and provide local access and transport services.

The scope of this service includes all coordination and support to procure, install, test and maintain a reliable Communication system that will include Commercial Telephone Lines with Direct Inward Dialing and Direct Outward Dialing (DID/DOD) Capabilities. This service is required over:

One (1) DID/DOD E1 Primary Rate Interface (PRI) (with Comayagua numbering) from Contractor's Commercial network to SCAB numbering pattern described below;

One (1) DID/DOD E1 PRI (with TGU numbering) from Contractor's Commercial network to US MILGRP located in Colonia Las Torres, Comayagela, Francisco Morazan, Tegucigalpa numbering pattern described below; and

One (1) Clear Channel E1 from US MILGRP located in Colonia Las Torres, Comayagela, Francisco Morazan, Tegucigalpa to SCAB

Direct Inward/Outward Dialing Requirements. The contractor shall provide NXXX dedicated for JTF-B node with at least 4,000 numbers with Comayagua Numbering and for US MILGRP node at least 100 numbers with Tegucigalpa numbering in the 1000 groups discussed below.

- 1) Present Numbering at SCAB is as follows:

NXXX 3000 to NXXX - 6999

2) Present Numbering at US MILGRP is as follows:

NXXX 8000 to NXXX - 8099

NxE1 Numbers will be dimensioned in the future based upon traffic reports stated in paragraph 1.4.5 (4) and JTF-Bs needs. At this time the requirement will be one DID/DOD PRI E1 to SCAB and one DID/DOD PRI E1 to US MILGRP (30 Voice channels per circuit) as specified above.

**PARAGRAPH ADDED IN THE AMENDMENT:**

One E1 PRI DID/DOD line from Comayagua to be routed through the main gate area of the Soto Cano. And the second E1 PRI DID/DOD line from Tegucigalpa be routed to cross the fence near the MEDEL compound. A map of telephone poll/underground dcut will be provided during the site visit.

Needs:

2 (two) E1 PRI DID/DOD lines, and

1 (one) E1 clear Channel

Do not the remove the microwave connections.

## **2 General Requirements**

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort.

### **2.1 Non-Personal Services**

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

### **2.2 Business Relations**

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

### **2.3 Contract Administration and Management**

The following subsections specify requirements for contract, management, and personnel administration.

#### **2.3.1 Contract Management**

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at Soto Cano AB and Tegucigalpa and the contractor's corporate offices.

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The contract manager shall be able to speak and read English. 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 be available between 8:00 a.m. to 4:00p.m. Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

### **2.3.2 Contracting Officer Representative (COR)**

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

### **2.3.3 Identification of Contractor Employees**

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

### **2.4 Subcontract Management**

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Contracting Officer Representative (COR).

### **2.5 Contractor Personnel, Disciplines, and Specialties**

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

## **2.6 Location and Hours of Work**

Accomplishment of the results contained in this PWS requires work at Soto Cano Air Base (Base Aerea Soto Cano) in Comayagua and United States Military Group - Colonia Las Torres, in front of La Colonia Supermarket #2, Comayagela, Francisco Morazan, Tegucigalpa and at various contractor and subcontractor facilities. Normal workdays are Monday through Friday except US Federal Holidays. The base is accessible from 0730-1700. If the Contractor requires access to the facility between the hours of 1700 to 0730 or on the weekends, the Contractor must coordinate the visit beforehand for individuals other than those covered in 4.1.

## **2.7 Contractor Furnished Material**

Contractor provided parts and/or equipment:

- 1) Contractor shall provide all Fiber Optic cabling, connectors and Outside Cable Plant hardware and equipment to deliver the circuits to SCAB and US MILGRP.
- 2) Contractor shall provide all parts to include baluns, modems, patch cables, (Fiber/Copper/Coaxial), patch panels, racks, cabinets, Uninterruptible Power Supplies, coaxial cables, cable management accessories, etc to install the two DID/DOD and Clear Chanel E1 Equipment at SCAB and US MILGRP.
- 3) Contractor shall ensure that the equipment provided will support and be compatible with E1 and T-1 based ISDN signaling to present telephone equipment (Meridian MSL-100) and proposed Voice Over Internet Protocol (VOIP) capable telephone switching equipment (AVAYA G450 Media Gateway) on SCAB and US MILGRP.
- 4) Contractor shall ensure that the physical connectors within any provider installed equipment is compatible present telephone equipment (Meridian MSL-100) and proposed Voice Over Internet Protocol (VOIP) capable telephone switching equipment (AVAYA G450 Media Gateway) on SCAB.
- 5) The Contractor shall provide Advanced Encryption Standard (AES) encryption equipment for the Clear Channel E1.
- 6) The Contractor shall ensure the two DID/DOD E1 lines, one Clear Channel E1 line, and any equipment provided equipment are interoperable with the present telephone equipment (Meridian MSL-100) and proposed VOIP capable telephone switching equipment (AVAYA G450 Media Gateway) on SCAB.
- 7) Safety equipment for workers during the Outside Cable Installation.

## **3 Performance Requirements**

The following section specifies the Performance Objectives and Performance Elements for the contract.

### **3.1 Support JTF-B Commercial Communication Systems located in SCAB and US MILGRP in Tegucigalpa** Performance Standards

- a) STD: Maintains 98% operational readiness status for two DID/DOD E1 line and 1 Clear Channel E1.
- b) STD: Respond to notified outages of two DID/DOD E1 line and 1 Clear Channel E1 within 30 minutes. Response is defined as an individual tasked to outage.

#### **4 Special Requirements**

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

##### **4.1 Security and Safety**

Contractor shall provide a list of personnel that will require 24x7 access to JTF-B installations to provide Preventive and corrective maintenance. Follow Joint Security Forces (JSF) Regulations and Honduran Air Force (HAF) Procedures.

- a. This requirement must be updated each month. JSF and HAF require valid Honduran IDs or Passports for each person.
- b. Contractors personnel must also provide a current Police Record Report.
- c. Contractor is required to present a current Vehicle Registration Copy to request for each vehicle requiring a Vehicle Bass Pass to obtain access to SCAB.

Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use.

Keys: The Contractor shall prohibit the use of Government issued keys by any persons other than the Contractors employees.

##### **4.2 Government Furnished Materials**

The Government will provide floor space for the installation of the Contractors provided transmission equipment. The floor space shall be limited to accommodate Contractor-provided relay rack(s), 19 to 23 inches wide by 7 feet tall. Space is available for 1 or 2 relay rack(s) for Contractor equipment in Building A-47 on SCAB and the telecommunications building at US MILGRP. The Government will provide adequate wall space should the contractor not require floor/rack space. The Government will provide electrical power (120VAC at 60Hz) and room environment for the installation of the Contractor equipment. When additional rack space, floor space, or wall space is required to support Government requirements, the Contractor shall coordinate with the Contracting Office

##### **4.3 Transition**

The contractor shall submit a transition plan to the Government for approval prior to beginning work on the contract. Throughout the phase-in/phase-out period, it is essential that attention be given to minimize interruptions or delays that would impact the mission.

#### **5 Deliverables**

- 1) Provide test results for items in Section 1.4 to include 24 hour Bit Error Rate (BER) test results for all three E1 circuits with 99.9% reliability.
- 2) Provide as built drawings when completed, in the latest version of AutoCAD.
- 3) Provide billing information per NXXX-xxxx Station describing number called, duration, date/time and cost per call. This report is a monthly requirement.
- 4) Provide telephone traffic/usage reports as required by JTF-B. This requirement will not exceed 4 reports per year.



DFAS POC and Phone: Customer Service @ 1-800-553-0527

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt / Acceptance documents electronically. Contractors using WAWF shall (i) register to use WAWF-RA at <https://wawf.eb.mil> and (ii) ensure an electronic business Point of Contract (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract / order.

#### WAWF Instructions

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor> . Your purchase order / contact number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

\_\_\_\_\_ Construction Invoices  
\_\_\_\_\_ Invoices as 2-in-1  
\_\_\_\_\_  Combination Invoice

CAGE:

ISSUE BY DODAAC:

INSPECT BY DODAAC:

ACCEPT BY DODAAC:

SHIP TO DODAAC:

PAYMENT OFFICE FISCAL STATION CODE:

#### **EMAIL POINTS OF CONTACT LISTING:**

INSPECTOR:

RECEIVING OFFICE POC:

CONTRACT SPECIALIST:

CONTRACTING OFFICER:

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	DEC 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.217-5	Evaluation Of Options	JUL 1990

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (FEB 2012)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

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

1. Installation Time Frame
2. Price
3. Technical Acceptability

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

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

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

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

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

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

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

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

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

\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (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 (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

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

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

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

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

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

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

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

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

- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- \_\_\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

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

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

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

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) 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.

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

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

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

(iii) Reserved.

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

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

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

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

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

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2013)

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

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

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

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

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

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

(4)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).

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

(6)(i)  252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).

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

(7)  252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

(8)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013) (10 U.S.C. 2533b).

(9)  252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).

- (10) \_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- 12) \_\_\_\_ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- 13)(i) \_\_\_\_ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (OCT 2011) of 252.225-7021.
- (iii) \_\_\_\_ Alternate II (OCT 2011) of 252.225-7021.
- (14) \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_\_ Alternate I (JUN 2012) of 252.225-7036.
- (iii) \_\_\_\_ Alternate II (NOV 2012) of 252.225-7036.
- (iv) \_\_\_\_ Alternate III (JUN 2012) of 252.225-7036.
- (v) \_\_\_\_ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) \_\_\_\_ Alternate V (NOV 2012) of 252.225-7036.
- (17) \_\_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_\_ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (MAY 2013), if applicable (see 227.7103-6(a)).
- (21) \_\_\_\_ 252.227-7015, Technical Data—Commercial Items (MAY 2013) (10 U.S.C. 2320).
- (22) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) \_\_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

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

(26) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).

(27) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

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

(29)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

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

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

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

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

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

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data--Noncommercial Items (MAY 2013), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (MAY 2013), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

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

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

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

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

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

(End of clause)

## 252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: Sales Tax

RATE (PERCENTAGE): 12%

(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)