



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

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

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

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

33. SHIP NUMBER <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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

MCAS Iwakuni, Japan intends to expand, enhance and improve the systems supporting its Base Cluster Operations Center (BCOC)/ Emergency Operations Center (EOC) functions. To this end the government requires radio interoperability system that will allow the BCOC/EOC to integrate all current radio communications assets into one system using Voice over Internet Protocol (VoIP).

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Interoperability Cisco IPICS Version 4.0	1	Each		
	FFP Hardware Equipments: See Appendix 1				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Training	16	Each		
	FFP The System Provider must include training for the system to include: Interoperability (Radios Infrastructure) Understanding Administration Functions Understanding Management and Maintenance o Understanding Functions and Features, including enhancements and limitations Basic Configuration o Basic Changes o Moves, Additions, Deletions, and Changes Interoperability Dependencies between Interconnected Telephony Applications SEE SECTON C				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Installation	1	Each		
	FFP Installation to embody: Network Systems Engineering    Network Systems Technical support Project Management/SME    On site implementation of under item No.0001 in accordance with Statement of Work SEE SECTON C				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Transportation	1	Each		
	SHIPPING CHARGE FOR SUPLIES UNDER THIS CONTRACT. SHIPPING CHARGE SHALL BE QUOTED "BEST WAY" AND INDICATED ON QUOTE. "DOOR TO DOOR" SHIPMENT IS REQUIRED.  -NOTE/SHIPPING CHARGES: CONTRACTOR MUST PROVIDE A RECEIPT FROM CARRIER TO JUSTIFY ANY SHIPPING CHARGES IN EXCESS OF \$100.00  "PREPAID SHIPMENT/REIMBURSABLE TRANSPORTATION" The contractor subject to reimbursement shall prepay transportation charges by the government material will be delivered F.O.B. supplier's plant with shipment to be made to destination (s) specified herein. The transportation cost is to be shown on the same invoices as supplies are billed but a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the Government when required for audit purposes. SEE SECTION C				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Lodging and Per diem	1	Each		

**FFP**

For training under Item No. 0002 and Installation under Item No. 0003 in accordance with the statement of work, Section C.

Required Travel: \_\_\_ person(s) x \_\_\_ (round trip) = \_\_\_\_\_

Lodging: \_\_\_/person(s) x \_\_\_ person(s) x \_\_\_ night(s) = \_\_\_\_\_

Per Diem: \_\_\_ person(s) x \_\_\_ day(s) = \_\_\_\_\_

Note: Not to exceed expenses allowable to Federal Civilian Employees under the DoD Joint Travel Regulation (JTR).  
SEE SECTION C

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NET AMT

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENTS**

**1. OVERVIEW**

1.1. MCAS Iwakuni, Japan intends to expand, enhance and improve the systems supporting its Base Cluster Operations Center (BCOC)/ Emergency Operations Center (EOC) functions. To this end the government requires radio interoperability system that will allow the BCOC/EOC to integrate all current radio communications assets into one system using Voice over Internet Protocol (VoIP). The goal is to provide the base Commander with a summary of options for integration and interoperability applications and systems supporting these two important operation center functions. The recommended system must leverage existing systems and infrastructure to the maximum extent possible. The Service Provider will identify industry best solutions.

**2. DESCRIPTION OF SERVICES**

The Service Provider shall conduct a comprehensive training course to all who will be participating as IP Interoperability and Collaboration System (IPICS) managers. Immediately following training, they will facilitate the installation of the IPICS to allow digital voice capability using VoIP. This infrastructure interoperability system must allow for an integrated system that supports the Command's LMR radios and infrastructure components. This system is able to interconnect any voice system using E&M router interfaces, to IP Telephones, PC workstations and non IP telephones via connection to outside dial tone. This system must also meet current standards for the Marine Corps and must have Joint Interoperability Test Command (JITC) certification and be listed on the DISA approved products list APL. The system must include the following components:

- LMR radio communications for Bldg 125
- LMR Router for Bldg 5780

- LMR Router for Bldg 125 (BCOC/EOC)
- 3750 POE Switches
- IPICS Server and Software
- Smartnet and Software Application Support for one year
- System must include at a minimum the components, models and quantities of equipment and software itemized in the attached List of Materials.

### **2.1. Training**

The system must allow for interoperability with the Cisco Call Manager system and the Nortel SL-100 voice switch. This includes two T-1 interfaces to GFE dial tone. The System Provider must provide training for the system to include:

- Interoperability (Radios&Infrastructure)
- Understanding Administration Functions
- Understanding Management and Maintenance
- Understanding Functions and Features, including enhancements and limitations
- Basic Configuration
- Basic Changes
- Moves, Additions, Deletions, and Changes
- Interoperability Dependencies between Interconnected Telephony Applications
- Training and individual training plans for Administrator, Operator and User training.

**2.1.1.** Delivery, Performance, and Training will be conducted in building 125, first floor, BCOC/EOC location. All delivery and performance will be in building 125. The secondary location for training will be building 5780 if primary location is unavailable due to performance of work.

### **2.2. Qualifications of Installation Team**

**2.2.1.** Contractor must be qualified to install, configure and support this system and its integration with GFE furnished Cisco Call Manager 4.3, Cisco Video Surveillance and Cisco Digital Media Manager. Contractor must hold Cisco Advanced Unified Communications Specialization, Cisco Advanced Security Specialization and specific staff certifications with Cisco IPICS to ensure a high quality installation.

**2.2.2.** Contractor should cite minimum of 3 successful past performance installations of Cisco IPICS for US Department of Defense in the Pacific Theater.

**2.2.3.** Contractor installation team must meet the following minimum qualification requirements:

- At least one Cisco Certified Internetworking Professional (CCIE) level engineer with CCVP and IPICS specialization certifications.
- At least one Cisco Certified Network Professional (CCNP) level engineer certified with Cisco IPICS version 4.0 or higher.
- Provide evidence of certifications current within the last year.
- All personnel in a support role must have SECRET or higher clearance. Project manager must carry minimum Top Secret Clearance.

### **2.3. APPLICABLE STANDARDS AND DOCUMENTS**

**2.3.1. DoD Networks Unified Capabilities Requirements (UCR)**

The modernized switch system equipment and software required for the upgrade shall comply with the DoD Networks UCR, dated December 2008.

### **2.3.2. Joint Interoperability Test Command (JITC) Certification Approved Products List (APL)**

The system must be implemented in accordance with the latest version of hardware and software available on the JITC APL at the time the proposal is submitted. The contractor shall provide the appropriate PBX1 JITC certification documentation for the Call Management Servers controlled by the IPICS system. In the event the contractor's technical solution includes hardware/software versions or configurations that have not yet been certified, the contractor shall provide, with the proposal, a memorandum, including a schedule, with commitment from the manufacturer to obtain certification. Additionally, if newer JITC certified versions become available during the active period of the contract, the contractor may include value added upgrades at no additional cost to the government or may propose optional pricing for recommended upgrades that may be exercised by the government as necessary. Connection to the Global Information Grid (GIG) will not be authorized until certification is acquired and the system is fielded in accordance with the JITC deployment guides and certification letters associated with the system.

### **2.3.3. Department of Defense Instruction Information Assurance Accreditation Process (DIACAP)**

Before the system can be connected to the GIG, all system hardware, software, and ancillary equipment must receive Information Assurance (IA) accreditation in accordance with the DODI 8510.01, DIACAP Instruction. The contractor shall provide the site with appropriate APL IA test results and deployment guide documentation as a part of the proposal. In addition, the contractor shall assist the site by providing any necessary system documentation, settings, and specifications required for the Government DIACAP package and entry into the USMC XACTA IA Manager database.

### **2.3.4. Security and Technical Implementation Guides (STIGs)**

The contractor shall follow all applicable Defense Information Systems Agency (DISA) Security and Technical Implementation Guides for all software and components provided. The contractor shall also implement network Information Assurance for the components provided under this task in accordance with all applicable USMC, Army, and DoD regulations. This may require the contractor to perform system scans, provide setting adjustments, software updates, or system reconfigurations.

### **2.3.5. Network Information Assurance Provisioning and Configuration**

The contractor shall coordinate with the government on all Information Assurance settings prior to implementing the Information Assurance configurations. As a minimum, the contractor shall provide the following: network/security configurations; system and equipment warranties; software upgrades; and all documentation required to support the DIACAP process. The contractor, in coordination with the Information Assurance Representative and Information Assurance Engineering personnel, shall determine specific Information Assurance requirements to be configured prior to the implementation of system components. The contractor shall perform all recommended Information Assurance settings, programming, and configurations of components being provided to ensure compliance with all IA requirements.

## **2.4. Applicable Documents**

The following documents shall be used as reference materials in addition to this PBWS.

#### **2.4.1. U.S. Government Publications**

The following documents were published by Government agencies:

**2.4.2. United States Army Information Systems Engineering Command (USAISEC) - Fort Detrick Engineering Directorate (FDED), Grounding and Bonding Guidance, Version 2.2, Sept 2006.**

**2.4.3. Department of Defense Networks, Unified Capabilities Requirements (UCR), December 2008**

**2.4.4. DoD Directive 8500.1, Information Assurance (IA), October 24, 2002**

**2.4.5. DISA, DODI 8100.3, Department of Defense (DoD) Voice Networks, dated 16 Jan 2004.**

**2.4.6. DISA, DODI 8500.2, Information Assurance (IA) Implementation, dated 6 Feb 2003.**

**2.4.7. Department of Defense Unified Facilities Criteria.**

**2.4.8. DoD Information Technology Standards Registry (DISR).**

**2.4.9. Local and Government building codes and regulations.**

#### **2.5. Non-Government Publications**

The following documents were published by civilian agencies:

American National Standards Institute (ANSI), J-STD-607-A-2002, Commercial Building Grounding and Bonding Requirements for Telecommunications, October 2002.

**2.5.1. Electronic Industries Association (EIA)/ Telecommunications Industries Association (TIA) 568-A, Commercial Building Wiring Standard, August 1995.**

**2.5.2. National Fire Protection Association, Inc. (NFPA), National Electrical Code, 2008 Edition, NFPA-70 (NEC)**

**2.5.3. National Fire Protection Association (NFPA) codes**

**2.5.4. Occupational Safety & Health Administration (OSHA) codes and procedures**

**2.5.5. ANSI/EIA/TIA 606-A-2002, Administration Standard for Commercial Telecommunications Infrastructure, May 2002.**

**2.6.6. Institute of Electrical and Electronics Engineers Standards Publications including; IEEE Std. 1187**

Recommended Practice for Design and Installation of Valve-Regulated Lead-Acid (VRLA) Storage Batteries for Stationary Applications; IEEE Std. 1188, Recommended Practice for Maintenance, Testing, and Replacement of VRLA Batteries for Stationary Applications; IEEE Std. 1189, Guide for Selection of VRLA Batteries for Stationary Applications.

**2.6.7. Telcordia Standards.****2.6.8. Latest versions of the applicable Nortel Technical Publications (NTP)****2.6.9. Latest version of the applicable IEEE 802.3 Standards****2.7. Copies**

Hard copies of practices and standards being referenced shall be provided at the request of the Government.

**3. EQUIPMENT SPECIFICATIONS**

**3.1.** The IPICS system must meet or exceed the following equipment functionality and capabilities as the Cisco IPICS System which this description is taken from:

**3.1.1. Cisco IPICS Description:**

Cisco IPICS - IP Interoperability and Collaboration System - is an intelligent platform that controls media and information, enabling intra- and inter-organizational communication, interoperability, and operational efficiencies. By taking advantage of IP standards and protocols, Cisco IPICS bridges communications from existing and proprietary radio networks to IP networks and devices such as the Cisco IPICS 4.0 Unified Dispatch Console (UDC), and supported models of the Cisco Unified IP Phone. Operations managers can create and easily activate policies that define standard operating procedures, including talk group establishment and user notification with the Cisco IPICS Policy Engine. This policy engine also enables public switched telephone network (PSTN) dial-in and dial-out. Operations managers or dispatchers can initiate notification policies defined by operational procedures via pre-defined buttons and check records to determine who is available.

Contractor will install and configure the latest Cisco IPICS 4.0 version and enable the following advanced features:

- Common PSBU Multi Services Platform (MSP) Server Support
- High Availability (Active / stand-by IPICS servers if added MSP in future)
- IPICS Dispatch Console Silver (replaces PMC)
- IPICS Dispatch Console Platinum (inclusive of Video Management)
- IPICS Mobile Client (Blackberry support)
- Incident API
- Loop Prevention
- Radio Pooling

**3.1.2. CISCO Routed & Switched Infrastructure** - provides the best possible seamless integration for routing, switching, and wireless transport of required IP voice and data communications.

The system must provide, at minimum, interfacing between the following radio systems into the network along with a reasonable capacity to add more radio systems to the network:

- 8 LMR Base Station Circuits
- 2 HF Radios (tactical or fixed plant)
- 4 VHF Air to Ground Radio Nets
- 4 UHF Air to Ground Radio Nets

The IPICS 4.0 Server and software suite (located in Building 125) provides the collaboration, management, administration and operational capabilities required to bring the disparate communications networks together. It provides pre-programmed and ad hoc connections based on pre-established policies or as needed for specific tactical situations. There are (4) major components that make up this solution:

- 1. Cisco IPICS 4.0 Server:** The core foundation for the Cisco IPICS solution, the Cisco IPICS Server is a security-enhanced, Linux-based platform that provides an administration console and resource management and hosts the optional Cisco IPICS Policy Engine and Operational Views applications.
- 2. Cisco IPICS Unified Dispatch Console (UDC):** The Cisco IPICS UDC is a Windows-based PC client software package that enables personnel to use their PCs to collaborate with other personnel on PTT channels. This is identified in the diagram as the Dispatcher / Coordinator (customer provided) PC.
- 3. Cisco IPICS Operational Views:** Cisco IPICS Operational Views allows different organizations to manage and share resources across ownership and organizational boundaries. This option is not required, however the system must be engineered to support upgrade should additional commands be brought into the IPICS network.
- 4. Cisco IPICS Policy Engine:** The Cisco IPICS Policy Engine enables one-click activation of predefined policies for notification and talk-group establishment, and includes the ability to dial in and dial out to the PSTN.

### **3.1.3. Solution Functional Overview**

The pre-implementation planning determined jointly between the vendor's implementation team and MCAS Iwakuni representatives will conform activation and operation of the systems based on squadron and USMC policies and practices that will be provided by MCAS Iwakuni. The vendor will work with the MCAS Iwakuni team to ensure that known tactical situations and documented and implemented and that the system is programmed for ease of configuration. Policies must be established regarding hierarchy of control and operational management.

#### **3.1.4.1. Normal Operating Conditions**

Cisco IPICS can be used to connect LMR networks on a continual basis if necessary, allowing flexibility for disparate LMR systems to interoperate. It is understood that this is not a normal method of operation; normally the individual LMR networks have specific mission applications that are unique. However our planning for the system will consider that when the need for interoperability between LMR, IP phones and PSTN devices arises any to any network connections may be accomplished.

#### **3.1.4.2. Pre-Programmed Tactical Situations**

The contractor will perform an implementation analysis with the command. The analysis will review events, situations and conditions that are anticipated as potential occurrences and document them. These circumstances will result in guidelines used to program IPICS. These guidelines will establish policies that are implemented in the IPICS Policy Engine, allowing one-click activation of the desired operational configuration. These policies will establish Virtual Talk Groups (VTG) that interconnects the required resources. When the anticipated event occurs, the Dispatcher / Coordinator would activate the desired policy from the IPICS 4.0 Unified Dispatch Console. The UDC is an intuitive and easy to operate client, customized for the environment. Upon activation the pre-programmed policy is put into effect,

establishing communication channel VTGs between specified LMR systems, specific IP phones and opening channels for PSTN access. PSTN users would call into a designated number, be connected to the collaborated communications channels, and be able to communicate with PTT environments using keys on their dial pad. The contractor will install and configure the version 4.0 Unified Dispatch Consoles (UDC) to best leverage the following features:

- Integrate together multiple dispatch controls into single platform (phone, radio, video, text)
- Support multi-agency patches versus old dispatch console locked to fixed radio channels/talk groups
- Incident with live/stored video, pictures, journal, etc
- Incident recording
- IP-Based mobility clients
- Integrated Policy Engine

#### **3.1.5. Ad Hoc and Customized Tactical Situations**

For specific unplanned requirements the contractor will configure the system to allow changes in an ad hoc manner from the UDC. The design must allow administrators and specified users to use the PC Client interface to interconnect LMR systems, PSTN, and specific IP phones, setting up ad hoc VTGs as needed. The design will enable pre programmed VTGs for use as a base configuration and be modified as needed for a specific event. The result is a communications interoperability platform that is flexible and easily modified as needed for different tactical and operational situations."

#### **3.1.6. Minimum Components**

The contractor will provide at a minimum the quantities of components, parts, and spares listed in the attached List of Materials. All IPICS specific components will be Cisco IPICS version 4.0 or higher. Contractor will provide all necessary cabling for a complete functioning system.

The contractor will provide a minimum of 10 Silver level Dispatch Consoles and 4 Platinum level Consoles. Also a minimum of 40 IPICS IP phone client licenses, 10 Dial Out ports and 50 Virtual Talk Group (VTG's) must be provided.

### **4. GOVERNMENT FURNISHED PROPERTY AND SERVICES**

**4.1.** MCAS Iwakuni will provide temporary office space for meetings with key staff, a point of contact to escort survey staff to facilities as required, and access to equipment rooms/closets specific to the systems under assessment. MCAS Iwakuni POC will assist in obtaining existing systems documentation, diagrams and as-builts, and also assist in the coordination of requirements review meetings with key staff.

### **5. SPECIAL PROVISIONS**

#### **5.1. QUALITY CONTROL.**

In order to ensure the accuracy of data and viability of the As-is Systems View, the Service Provider will maintain a quality control program to ensure survey collection activities are performed in accordance with manufacturer specifications and commonly accepted commercial practices.

#### **5.2. PERFORMANCE ASSESSMENT.**

The Government will evaluate the Service Provider's performance in accordance with the performance assessment plan summarized in paragraph 3.

### **5.3. HOURS OF OPERATION.**

#### **5.3.1. Normal Duty Hours.**

All services shall be performed during the normal duty hours of 7:00 a.m. to 5:00 p.m.; Monday through Friday, excluding Federal holidays.

#### **5.3.2. After Normal Duty Hours.**

If survey work must be performed to examine systems and equipment, after normal hours the Service Provider will schedule the work 24 hours in advance to allow the Government to arrange appropriate escort.

### **5.4. SECURITY REQUIREMENTS.**

The Service Provider shall be a United States Citizen. The Service Provider shall possess a minimum SECRET security clearance based on the appropriate personnel security investigation. The Service Provider must meet the requirements of a Technical Level I requiring that a Single Scope Background Investigation (SSBI) is successfully completed. The investigation must be completed before the individual is permitted access to a Marine Corps Information System (AIS).

### **5.5. IDENTIFICATION OF CONTRACTOR EMPLOYEES:**

**5.5.1. The Service Provider shall provide each employee with an identification (ID) badge made of nonmetallic material, easily readable and including employee's name, contractor's name, functional area of assignment, and recent color photograph of the employee.**

#### **5.5.2. Display of ID Badges:**

Service Provider personnel shall wear the ID badge at all times when performing work under this contract while aboard MCAS Iwakuni, including while attending meetings and conferences that may take place outside the Ground Electronic Maintenance Division facility. Unless otherwise specified in the contract, each Service Provider employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

#### **5.5.3. Answering Telephones:**

Service Provider personnel shall identify themselves as a contractor employee when answering Government telephones.

## **6. PROJECT CLOSEOUT/FINAL ACCEPTANCE**

### **6.1. Final Systems Acceptance**

The contractor will notify the Government upon completion of all delivery order tasks. This notification shall include a compact disk-read only memory (CD-ROM) containing all final "As-Built" deliverables created during the lifetime of the project. The Government will provide formal acknowledgement that all terms of this delivery order have been accepted.

**6.2.** The contractor will provide the following minimum documentation deliverables:

- General information and safety instructions
- Installation of the system with its accessories and equipment, including their block and circuits and wiring diagrams
- Operation procedures
- Functional description
- Troubleshooting and fault isolation procedures
- Preventive maintenance procedures
- Corrective maintenance procedures
- Project Implementation Plan
- Project Testing Plan
- Quality Assurance plan
- Systems Connectivity documentation
- Rack elevation documentation
- Serialized inventory of all components
- Customized user guides
- Complete systems “as built” documentation, inclusive of all serial/model numbers and manufacturer specifications
- Warranty service procedures and contact information

**6.3.** Inspection and Acceptance will be completed only by the appropriate government representative of MCAS Iwakuni S-6 GEMD. Point of Contact is identified in Section 7.

**6.3.1.** All required factors and equipment identified within this Statement of Work must be achieved by the service provided to ensure quality, evaluation, technical performance, and delivery date are acceptable by the standards and requirements stated by MCAS Iwakuni S-6 GEMD. Non-price factors are significantly more important than cost or price.

**6.4.** The required installation and completion date is no earlier than 01 June 2010 and no later than 31 July 2010.

#### **6.5. Discrepancies**

The Government reserves the right to refuse final acceptance until all discrepancies have been resolved (to the satisfaction of the Government). The contractor shall prepare a project discrepancy list, report detected issues during meetings, and track all discrepancies until resolved. The Government shall review and monitor all discrepancies and deliverables. The discrepancy list shall include any problem(s) detected/identified during system testing and/or inspections conducted by either the contractor or Government, or both and retain a history of discrepancies. Problems identified during the upgrade period shall be documented, provided to the Government, and corrected prior to final acceptance.

#### **6.6. Warranty**

Standard 1-yr manufacturer's warranties apply for all of the major components of this system. These warranties are effective from the date of initial installation.

#### **7. MCAS IWAKUNI POC INFORMATION:**

**7.1.** Staff Sergeant Curtis L. Kelling, PH: 011-81-827-79-4872; EMAIL: curtis.kelling@usmc.mil

## Appendix 1

<b>Item</b>	<b>Description</b>	<b>Part #</b>	<b>Qty</b>	<b>Unit</b>	<b>U/P</b>	<b>Amount</b>
1	LMR Feature License (2600XM,2691,2811,2821,285 1,3700,3800)	FL-LMR	1	EA		
2	3845 Voice Bundle,PVDM2-64,SP Serv,64F/256D	CISCO3845-V/K9	1	EA		
3	Cisco 3845 SPSK9-SPSK9 FEAT SET FACTORY UPG FOR BUNDLES	S384RSPSK9-12423	1	EA		
4	256 to 512MB DRAM (single DIMM) Factory upgrade for 3800	MEM3800-256U512D	1	EA		
5	64 to 256 MB CF Factory Upgrade for Cisco 3800 Series	MEM3800-64U256CF	1	EA		
6	Cisco3845 redundant AC power supply	PWR-3845-AC/2	1	EA		
7	Two-slot IP Communications Enhanced Voice/Fax Network Module	NM-HD-2VE	1	EA		
8	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	VWIC2-2MFT-T1/E1	2	EA		
9	Two-port Voice Interface Card - EandM	VIC2-2E/M	2	EA		
10	Power Cord,110V	CAB-AC	2	EA		
11	Cisco 3845 AC power supply	PWR-3845-AC	1	EA		
12	64-Channel Packet Voice/Fax DSP Module	PVDM2-64	1	EA		
13	64-Channel Packet Voice/Fax DSP Module	PVDM2-64	1	EA		
14	CD for SDM software	ROUTER-SDM-CD	1	EA		
15	SMARTNET 8X5XNBD 3845 Voice Bundle,PV	CON-SNT-MCS78H3S	1	EA		
16	Catalyst 3750 24 10/100/1000T PoE + 4 SFP + IPB Image	WS-C3750G-24PS-S	2	EA		
17	Cisco StackWise 50CM Stacking Cable	CAB-STACK-50CM	2	EA		
18	AC Power cord, 16AWG	CAB-16AWG-AC	2	EA		
19	SMARTNET 8X5XNBD Cat 3750 24 10/100/1000T PoE + 4 SF	CON-SNT-3750G24P	2	EA		
20	SFP Fiber Optic Transceiver	GLC-LH-SM	4	EA		
21	MSP 1-RU Cisco Physical Security Multiservice Platform Assy.	CPS-MSP-1RU-K9	1	EA		
22	CIVS C16 Power Cable North America	CIVS-CAB-16-AC	1	EA		
23	IPICS 4.0 Large Bundle	IPICS4.0-BDL3-K9	1	EA		

24	Smartnet 8x5xnbnd for CPS-MSP-1RU	CON-SNT-MSP1RUK9	1	EA		
25	Cisco IPICS Phone Client License for IPICS 2.0+	CIS-PHN	30	EA		
26	IPICS VIP Radio Channel License	CIS-VIP-CHNL	8	EA		
27	Cisco IPICS Policy Engine Dial Port	CIS-VIP-DIAL	0	EA		
28	1TB SATA Drive for CIVS-MSP	CIVS-HDD-1000	6	EA		
29	Cisco Dispatch Console Platinum License - B	Included: CIS-CON4.0-PLA-B	4	EA		
30	Cisco Dispatch Console Silver License - B	Included: CIS-CON4.0-SL-B	10	EA		
31	IPICS 4.0 Server Software Image	Included: CIS-IPICS4.0-SW	1	EA		
32	Policy Engine 4.0 Server SW	Included: CIS-IPPE4.0-B	1	EA		
33	IP-Phone Client License - B	Included: CIS-PHN-B	10	EA		
34	IPICS Channel/Radio Port - B	Included: CIS-VIP-CHNL-B	10	EA		
35	IPICS VIP Dial-out Ports - B	Included: CIS-VIP-DIAL-B	10	EA		
36	Virtual Talk Group B	Included: CIS-VIP-VTG-B	50	EA		
37	SW APP SUPP Phone Clnt. lic. for IPICS 2.0+	CON-SAS-CISPH2	30	EA		
38	SW APP SUPP Channel/Radio Port for IPICS 2.0 or high	CON-SAS-CISCHN2	8	EA		
39	SW APP SUPP IPICS VIP Lic. ONE dial-in or dial-out	CON-SAS-CISDIAL2	0	EA		
40	SW APP SUPP MSP 1-RU Cisco Physi	CON-SAS-MSP1RUK9	1	EA		
41	SW APP SUPP IPICS 4.0 Large Bund	CON-SAS-IPICSD3	1	EA		
42	LMR Feature License (2600XM,2691,2811,2821,285 1,3700,3800)	FL-LMR	1	EA		
43	3845 Voice Bundle,PVDM2-64,SP Serv,64F/256D	CISCO3845-V/K9	1	EA		
44	Cisco 3845 SPSK9-SPSK9 FEAT SET FACTORY UPG FOR BUNDLES	S384RSPSK9-12423	1	EA		
45	256 to 512MB DRAM (single DIMM) Factory upgrade for 3800	MEM3800-256U512D	1	EA		
46	64 to 256 MB CF Factory Upgrade for Cisco 3800 Series	MEM3800-64U256CF	1	EA		
47	Two-slot IP Communications Enhanced Voice/Fax Network Module	NM-HD-2VE	1	EA		
48	32-Channel Packet Voice/Fax	PVDM2-32	1	EA		

	DSP Module					
49	Cisco3845 redundant AC power supply	PWR-3845-AC/2	1	EA		
50	Two-port Voice Interface Card - EandM	VIC2-2E/M	5	EA		
51	Power Cord,110V	CAB-AC	2	EA		
52	Cisco 3845 AC power supply	PWR-3845-AC	1	EA		
53	64-Channel Packet Voice/Fax DSP Module	PVDM2-64	1	EA		
54	CD for SDM software	ROUTER-SDM-CD	1	EA		
55	SMARTNET 8X5XNBD 3845 Voice Bundle,PV	CON-SNT-MCS78H3S	1	EA		
56	Installation Cabling,hdware,mtls	INSTCBL	1	LOT		
57	LMR Feature License (2600XM,2691,2811,2821,2851,3700,3800)	FL-LMR	1	EA		
58	3845 Voice Bundle,PVDM2-64,SP Serv,64F/256D	CISCO3845-V/K9	1	EA		
59	Cisco 3845 SPSK9-SPSK9 FEAT SET FACTORY UPG FOR BUNDLES	S384RSPSK9-12423	1	EA		
60	256 to 512MB DRAM (single DIMM) Factory upgrade for 3800	MEM3800-256U512D	1	EA		
61	64 to 256 MB CF Factory Upgrade for Cisco 3800 Series	MEM3800-64U256CF	1	EA		
62	Cisco3845 redundant AC power supply	PWR-3845-AC/2	1	EA		
63	Two-port Voice Interface Card - EandM	VIC2-2E/M	4	EA		
64	Power Cord,110V	CAB-AC	2	EA		
65	Cisco 3845 AC power supply	PWR-3845-AC	1	EA		
66	64-Channel Packet Voice/Fax DSP Module	PVDM2-64	1	EA		
67	CD for SDM software	ROUTER-SDM-CD	1	EA		
68	SMARTNET 8X5XNBD 3845 Voice Bundle,PV	CON-SNT-MCS78H3S	1	EA		
69	Catalyst 3750 24 10/100/1000T PoE + 4 SFP + IPB Image	WS-C3750G-24PS-S	1	EA		
70	Cisco StackWise 50CM Stacking Cable	CAB-STACK-50CM	1	EA		
71	AC Power cord, 16AWG	CAB-16AWG-AC	1	EA		
72	SMARTNET 8X5XNBD Cat 3750 24 10/100/1000T PoE + 4 SF	CON-SNT-3750G24P	1	EA		
73	SFP Fiber Optic Transceiver	GLC-LH-SM	2	EA		

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

Inspection and Acceptance: To be made by MCAS Iwakuni, Japan, S-6 Dept Officer or his/her duly authorized representative within three (3) days after completion of performance and delivery.

**SECTION F**  
**DELIVERIES /PERFORMANCE**

Equipment will be delivered to MCAS Iwakuni, Japan, S-6, Ground Electronics Maintenance Div., Bldg No. 125 and No. 5780 via MCAS Iwakuni, Japan, Traffic Management Office

Desired Delivery Date: **within 30 Days after the Date of Award.**

All vehicles, hand carried items, and persons are subject to searches upon entering/exiting the installation and at any time while on MCAS Iwakuni. Random searches are conducted at all gates, during increased security of FPCONs.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

ACCOUNTING AND APPROPRIATION DATA  
170110627A0 252 62613 067443 2D M62613 10RC00290

CONTRACT ADMINISTRATION OFFICE.

- a. All contract administration functions will be retained by the Contracting Office, MCAS, Iwakuni, Japan.
- b. All inquiries and correspondence concerning the administration of the contract shall be addressed to:

CONTRACTING OFFICE  
MARINE CORPS AIR STATION  
PSC 561 BOX 1872  
FPO AP 96310-0019 JAPAN  
CONTRACT ADMINISTRATOR: MATSUMAE HIDETOSHI  
Telephone Number: 0827-79-6859  
Facsimile Number: 0827-79-4594  
NOTE: COLLECT CALLS WILL NOT BE ACCEPTED.

MODIFICATIONS: Any changes, additions, or deletions to this order (contract) shall be made by written modification by MCAS Iwakuni, Logistics Dept., Contracting Office only.

**INVOICE INSTRUCTIONS**

The following instructions are for Japanese Vendor.  
Submission of Invoices: To be submitted in Three (3) copies to:

LOGISTICS DEPARTMENT  
ATTN: 4CTL  
PSC 561, BOX 1872  
FPO AP 96310-0019

The following information must be included:

1. Name and address of vendor
2. Invoice date
3. Government contract number or other authorization for delivery of goods or services.
4. Vendor invoice number, and account number.
5. Line Item, description (including name and part number), price, and quantity of goods and services rendered
6. Shipping and payment terms (unless mutually agreed at time of contract award that this information is required only in the contract)
7. Taxpayer identification number (TIN), unless agency procedures provide otherwise. (If applicable)
8. Banking information unless agency procedures provide otherwise, or except in situations where the EFT requirement is waived under 31 CFR 208.4
9. Contact name (where applicable), title and telephone & fax number.
10. Other substantiating documentation or information required by the contract.

U.S. Dollar to Yen Ratio, Payment on Japanese national invoices will be paid in Yen at the prevailing daily rate on the day that the payment is made.

The following USMC WIDE AREA WORKFLOW IMPLEMENTATION (APR 2006) is for U.S. Vendors.

#### **USMC WIDE AREA WORKFLOW IMPLEMENTATION (APR 2006)**

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. ***The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.***

***The USMC WAWF-RA point of contact (POC)*** for this contract is **Hitomi YAMAGUCHI**, and can be reached at telephone number 011-81-827-79-4233; email address [hitomi.yamaguchi.ja@usmc.mil](mailto:hitomi.yamaguchi.ja@usmc.mil)

The contractor is directed to use the **Combo** format when processing invoices and receiving reports for contract awards relating to goods/products.

The contractor is directed to use the **2-in-1** format when processing invoices and receiving reports for contract awards relating to performance of services.

***When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:***

***The Contracting Office provides the following to assist the contractor with entering data in WAWF-RA, as follows:***

Contract Number	<b>(FILL-IN)</b>
Delivery Order	<b>(FILL-IN IF APPLICABLE)</b>
Cage Code/Ext	<b>(FILL-IN)</b>

Pay DoDAAC	<b>M67443</b>
Issue Date	<b>Refer to Page 1, Block #31c</b>
Issue By DoDAAC	<b>M62613</b>
Admin By DoDAAC	<b>M62613</b>
Ship To Code/Ext	<b>M62613</b>
Ship From Code/Ext	Leave Blank
LPO DoDAAC	Leave Blank
Acceptor Email Address	Ms. Shigeta at email: ryoko.shigeta.ja@usmc.mil Ms. Shiraki at e-mail: chieko.shiraki.ja@usmc.mil
Inspect By DoDAAC/Ext	Leave Blank

In some situations the WAWF-RA system will pre-populate the “Issue By DoDAAC”, “Admin By DoDAAC” and “Pay DoDAAC”. Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for “Combo,” “2-in-1,” and “Cost Voucher” are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under “Vendor Interface” section. On the Vendor Interface page click on “WAWF-RA” header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either “Combo,” “2-in-1,” or “Cost Voucher” to download the instructions.

***NOTE TO CONTRACTOR:*** Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the acceptor’s/receiver’s email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

#### **DD 250 RECEIVING REPORT SUBMISSION THROUGH WIDE AREA WORKFLOW - RECEIPT AND ACCEPTANCE (WAWF-RA)**

##### **NOTICE TO RECEIVERS/ACCEPTORS OF SUPPLIES AND/OR SERVICES:**

It is the responsibility of the receiving activity to electronically submit to DFAS through WAWF-RA the DD-250, receipt/inspection and acceptance of supplies and/or services. Electronic submission shall be initiated no later than 7 days after receipt of goods/services.

For further explanation refer to the following websites: <https://wawf.eb.mil>

(End of clause)

### **SECTION I**

**CONTRACT CLAUSES**

## CLAUSES INCORPORATED BY REFERENCE

FAR REFERENCE	CLAUSE TITLE	CLAUSE DATE
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government Interest When Subcontracting with Contractors Debarred, Suspended, or Protested for Debarment	SEP 2006
52.211-16	Variation in Quantity	APR 1984
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-4	Contract Terms and Conditions—Commercial Items	MAR 2009
52.225-14	Inconsistency between English Version and Translations of Contract.	OCT 2008
52.233-3	Protest after Award	AUG 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

DFAR REFERENCE	CLAUSE TITLE	CLAUSE DATE
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country.	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252 211-7003	Item identification and valuation	AUG 2008
252 211-7006	Radio Frequency Identification.	FEB 2007
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2009
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing of Contract Modifications	DEC 1991

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (JUNE 2009)**

(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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).
- \_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- \_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (7) [Reserved]
- \_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (9)(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.
- \_\_\_ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (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.
- \_\_\_ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (14)(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.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- \_\_\_ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- \_\_\_ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- \_\_\_ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- \_\_\_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (28)(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.)
- \_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (30)(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.
- \_\_\_ (31) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

- \_\_\_ (32)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_ (33) 52.225-5, Trade Agreements (JUNE 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (34) 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).
- \_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (37) 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)).
- \_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_x\_ (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_ (41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_x\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (43)(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) (Nov 2006) (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 (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$550,000 (\$1,000,000 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 (Sept 2006) (38 U.S.C. 4212).

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

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

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

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

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

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

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

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

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

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

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

(End of clause)

#### **252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)**

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

- (2) A representative of a foreign government; or
  - (3) A foreign corporation wholly owned by a foreign government.
  - (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CMC Code POC-10; Telephone, DSN 224-4177 or commercial (703) 614-4177..
- (End of clause)

## **SECTION J** **LIS OF ATTACHMENTS**

Attachemnt 1: Past Performance Information Questionnaire

## **SECTION K** **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **52.212-3 Offeror Representations and Certifications—Commercial Items. (JUNE 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“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.

“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 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.

“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.

“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 its stock 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 the stock of which is owned by one or more women; and

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

(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 on the Online Representations and Certifications Application (ORCA) website.

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

*[Offeror to identify the applicable paragraphs at (c) through (m) 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 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 o is, o 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 o is, o 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 o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o 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 o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *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 o is a women-owned business concern.

(7) *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:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

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

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small

disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(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 o is, o 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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

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

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

(i) It o has developed and has on file, o 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 parts 60-1 and 60-2), or

(ii) It o 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 (31U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.
_____
—
_____
—
_____

—

[List as necessary]

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

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

Line Item No.	Country of Origin
—	—
—	—
—	—
—	—

—

[List as necessary]

(4) *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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

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

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—
—	—

—

[List as necessary]

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

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

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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;

(3) o Are, o 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) o Have, o 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. §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. §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. §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 Origin	Countries	of
_____	_____		
—			
_____	_____		
—			

(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) o 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) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

(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 a central contractor registration 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)*.

o TIN: \_\_\_\_\_.

o TIN has been applied for.

o TIN is not required because:

o 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;

o Offeror is an agency or instrumentality of a foreign government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(End of provision)

## SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### **52.216-1 Type of Contract. (Apr 1984)**

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

(End of provision)

### **52.252-1 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 address:

FAR: <http://www.ARNET.gov/far>

DFAR: <http://www.acq.osd.mil/dp/dars/dfars.html>

#### PROVISION INCORPORATED BY REFERENCE

FAR REFERENCE	PROVISION TITLE	DATE
52.212-1	Instructions to Offerors – Commercial Items	JUN 2008
52-204-6	Date Universal Numbering System	APR 2008
52.233-2	Service of Protest	SEP 2006

DFAR REFERENCE	PROVISION TITLE	CLAUSE	DATE
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country		JAN 2009
252.225-7042	Authorization to Perform		APR 2003

(End of provision)

The prices to the Government shall be as low as or lower than those charged the Supplier's most favored customers for comparable quantities under similar terms and conditions. No contract will be awarded under this solicitation at greater than fair and reasonable prices. The Government reserves the right to buy "all or none". All responsible sources may submit a quotation, which, if received in a timely manner, shall be considered. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of Government.

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**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:

Technical Capability,  
Past Performance and  
Price

Technical capability and past performance are of equal importance. All evaluation factors other than price, when combined, are significantly more important than price.

(b) 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)