

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER M27100-15-T-5002	
6. SOLICITATION ISSUE DATE 18-Dec-2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARK SILANG		b. TELEPHONE NUMBER (No Collect Calls) +34-95-584-8334	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 23 Dec 2014		9. ISSUED BY CODE M27100 II MEF EXPEDITIONARY CONTRACTING OFFICE SPMAGTF-CR AFRICA HQ REGIMENT, 2D MLG PSC BOX 20125 CAMP LEJEUNE NC 28542-0125 TEL: +34-95-584-8334 FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO CODE MX3001 SPMAGTF-CR AFRICA EVAN MALONE SPECIAL PURPOSE MAGTF-CR AFRICA BASE AEREA DE MORON MORON DE LA FRONTERA TEL: +34-95-584-8270 FAX:		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</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 (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6, in conjunction with FAR 13, as applicable, and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and A WRITTEN SOLICITATION WILL NOT BE ISSUED. Solicitation number **M27100-15-T-5002** is being issued as a Request for Quotation (RFQ). This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular (FAC) **2005-79** and the Defense Federal Acquisition Supplement (DFARS), current to DPN **20141216**

The North American Classification System Code is **532112**. This acquisition will be performed outside Continental United States (OCONUS) and shall not be set-aside to small business.

II MEF Expeditionary Contracting Office has a requirement for the lease of vehicle fleet in support of a Marine unit in Moron Air Base, Spain.

See Attachments for the details of the requirement.

1. SCHEDULE OF ITEMS**ITEM 0001: 9-PASSENGER VANS (M-SEGMENT MULTIPURPOSE VANS)****QUANTITY: 1 EA**

PERIOD OR PERFORMANCE (15 DAYS): 30 DECEMBER 2014 THROUGH 15 JANUARY 2015

ITEM 0002: SEDANS (C-SEGMENT COMPACT CARS OR D-SEGMENT LARGE CARS)**QUANTITY: 1 EA**

PERIOD OR PERFORMANCE (15 DAYS): 30 DECEMBER 2014 THROUGH 15 JANUARY 2015

ITEM 0003: 9-PASSENGER VANS (M-SEGMENT MULTIPURPOSE VANS)**QUANTITY: 4 EA**

PERIOD OR PERFORMANCE (35 DAYS): 30 DECEMBER 2014 THROUGH 4 FEBRUARY 2015

ITEM 0004: 9-PASSENGER VANS (M-SEGMENT MULTIPURPOSE VANS)**QUANTITY: 4 EA**

PERIOD OR PERFORMANCE (50 DAYS): 30 DECEMBER 2014 THROUGH 19 FEBRUARY 2015

ITEM 0005: 9-PASSENGER VANS (M-SEGMENT MULTIPURPOSE VANS)**QUANTITY: 1 EA**

PERIOD OR PERFORMANCE (50 DAYS): 30 DECEMBER 2014 THROUGH 19 FEBRUARY 2015

2. EVALUATION AND BASIS OF AWARD

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:

- a. Price
- b. Conformance to the SOW, See Attachment 1.

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. An award will be made on an ALL OR NONE BASIS.

3. PRICING OF QUOTE AND SUBMISSION

- a. The Government will conduct the price evaluation required by FAR 13.
 - I. The quote must reflect the unit prices and extended/overall amounts. The vendor's quote should contain the vendor's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions with vendors if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; and may waive informalities and minor irregularities in quotes received.
- b. Place of Performance: MORON AIR BASE, SPAIN

4. INSTRUCTION TO VENDORS

- a. Contractor shall provide pricing information by completing the attached Standard Form 1449 and will be submitted to the Contracting Officer before the deadline.
- b. Contractors interested in doing business with the Government must be registered with the SAM website accessed through <https://www.acquisition.gov> or <https://www.sam.gov>.
- c. Contractor must also ensure annual representations and certifications are current or complete them at the SAM website as well. All prospective offerors interested in submitting a quote must have a NATO commercial and government entity code (NCAGE code) and a Data Universal Numbering System number (DUNS number).

5. SUBMISSION

Quotes shall be received by the Contracting Department by **1 p.m., Local Spanish Time, TUESDAY, 23 DECEMBER 2014**, to be considered for award. Quotes may be submitted via email to SPMAGTF-CR.CONTRACTING.OMB@US.AF.MIL and CC to mark.silang@us.af.mil . Submitted quotes must reflect unit prices, extended amounts and an overall order total. It is solely the Contractor's responsibility to ensure quotes are received within the required timeframe.

6. POINT OF CONTACT

The Contract Officer and P.O.C. for this requirement is Mark Silang and may be reached via email at mark.silang@us.af.mil or by phone at +34955-84-8334(Office) or +34-646-049-059 (Mobile).

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ONE 9 PASSENGER VAN, LEASE FFP Lease of (1) 9 Passenger Van in accordance with Statement of Work in support SPMATF-CR AFRICA aboard Moron Air Base, Spain. FOB: Destination	15	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ONE SEDAN, LEASE FFP Lease of (1) Sedan in accordance with Statement of Work in support SPMATF-CR AFRICA aboard Moron Air Base, Spain. FOB: Destination	15	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FOUR 9 PASSENGER VAN, LEASE FFP Lease of (4) 9 Passenger Van in accordance with Statement of Work in support SPMATF-CR AFRICA aboard Moron Air Base, Spain. FOB: Destination	35	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FOUR 9 PASSENGER VAN, LEASE FFP Lease of (4) 9 Passenger Van in accordance with Statement of Work in support SPMATF-CR AFRICA aboard Moron Air Base, Spain. FOB: Destination	50	Days		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ONE SEDAN, LEASE FFP Lease of (1) Sedan in accordance with Statement of Work in support SPMATF-CR AFRICA aboard Moron Air Base, Spain. FOB: Destination	50	Days		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-DEC-2014 TO 15-JAN-2015	N/A	SPMAGTF-CR AFRICA EVAN MALONE SPECIAL PURPOSE MAGTF-CR AFRICA BASE AEREA DE MORON MORON DE LA FRONTERA +34-95-584-8270 FOB: Destination	MX3001
0002	POP 30-DEC-2014 TO 15-JAN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3001

0003	POP 30-DEC-2014 TO 04-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3001
0004	POP 30-DEC-2014 TO 19-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3001
0005	POP 30-DEC-2014 TO 19-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	MX3001

CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
52.225-14	Inconsistency Between English Version and Translation of Contract	FEB 2000
52.23239	Unenforceability of Unauthorized Obligations	JUN 2013
52.246-1	Contractor Inspection Requirements	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.205-7002	Qualifying Country Sources as Subcontractors	DEC 2012
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7005	Tax Exemptions (Spain)	MAR 2012
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.247-7023 Alt III	Transportation of Supplies by Sea (JUN 2013) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov/far>
<http://farsite.hill.af.mil>
<http://farsite.hill.af.mil/VFDFARA.HTM>

(End of clause)

252.229-7001 TAX RELIEF—BASIC (SEP 2014)

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

NAME OF TAX: () RATE (PERCENTAGE): (___ %)

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

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

(End of clause)

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

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

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

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

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

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

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

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

- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).
- (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).
- (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (11) [Reserved]
- (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (14) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).
- (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Jul 2010) of 52.219-9.
- (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (23) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (46) 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)).
- (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) 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.

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

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

(End of clause)

52.247-28 CONTRACTOR'S INVOICE (Apr 1984)

The Contractor shall submit itemized invoices as instructed by the agency ordering services under this contract. The Contractor shall annotate each invoice with the contract number and other ordering office document identification.

(End of Clause)

CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [insert any additional requirements to comply with local security procedures] to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [insert any additional requirements to comply with [AFI 31-101, Volume 1](#), *The Air Force Installation Security Program*, and [AFI 31-501](#), *Personnel Security Program Management*,] citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment .

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause—

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government’s unit acquisition cost” means—

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor’s estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise (i.e., Dun & Bradstreet’s Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/ Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm> under “Register.”

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government’s unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government’s unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert “See Schedule” in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparables as specified in Attachment Number ____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code—

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program</u>	

			<u>Management</u>	
AC-20(1)	CM-6		PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

(c) Other requirements. This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) Cyber incident and compromise reporting.

(1) Reporting requirement. The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

(i) Data Universal Numbering System (DUNS).

(ii) Contract numbers affected unless all contracts by the company are affected.

(iii) Facility CAGE code if the location of the event is different than the prime Contractor location.

(iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).

- (v) Contracting Officer point of contact (address, position, telephone, email).
 - (vi) Contract clearance level.
 - (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
 - (viii) DoD programs, platforms or systems involved.
 - (ix) Location(s) of compromise.
 - (x) Date incident discovered.
 - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
 - (xii) Description of technical information compromised.
 - (xiii) Any additional information relevant to the information compromise.
- (2) Reportable cyber incidents. Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
 - (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) Other reporting requirements. This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
 - (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
 - (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.
- (5) DoD damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) Protection of reported information. Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2012)

(a) Definitions. As used in this clause □

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Domestic end product” means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that—

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Finland

France

Germany

Greece

Israel

Italy

Luxembourg

Netherlands

Norway

Poland

Portugal

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland.

“Qualifying country component” means a component mined, produced, or manufactured in a qualifying country.

“Qualifying country end product” means—

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if —

(A) The cost of the following types of components exceeds 50 percent of the cost of all its components:

(1) Components mined, produced, or manufactured in a qualifying country.

(2) Components mined, produced, or manufactured in the United States.

(3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) This clause implements 41 U.S.C chapter 83, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American

Balance of Payments Pro

Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor’s option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of Clause)

INVOICING INSTRUCTIONS

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

SPMAGTF-CR.Contracting.OMB@us.af.mil

William.cobb@usmc.mil

Mark.silang@usmc.mil

Anitra.kinsey@us.af.mil

Mark.silang@us.af.mil

William.manley@us.af.mil

INVOICING AND PAYING INSTRUCTIONS

The Contractor shall submit the invoice in the original version, to the Contracting Officer Representative (COR) or designated Government Representative. The COR or designated Government Representative will confirm that all supplies and/or services were received in accordance with the contract and fill out/sign blocks 32a-g on page 2 of the SF 1449 OR a DD250 and send to the Contracting Officer.

The Contracting Officer will determine if the invoice is complete and proper as submitted. The Contracting Officer also will determine if the billed services have been satisfactorily performed. If the amount billed is incorrect, the Contracting Officer will, within **7 days**, request the Contractor to submit a revised invoice.

(a) The Primary Contracting Office Point of Contact is: **GySgt Anitra Kinsey**; anitra.kinsey@us.af.mil

(b) The Administrative Contracting Office Point of Contact is: **SSgt Mark Silang**; mark.silang@us.af.mil

(c) The Contracting Officer's Representative (COR) or designated Government Representative is: **GySgt William Manley**; william.manley@us.af.mil

(d) Once the COR or Government Representative receive for all supplies and/or services, the invoice(s) should be forwarded directly to the following designated billing office: SPMAGTF-CR.Contracting.OMB@us.af.mil

(e) Payment will be made by the office designated in Block 18a on SF 1449, or otherwise designated paying office.

(f) Payment to the Contractor shall be made by 2D MLG Disbursing Office.

(g) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN)

- (ix) Electronic funds transfer (EFT) banking information.
 - a. Name of Bank
 - b. City and Country of Receiving Bank
 - c. International Bank Account Number IBAN; and if available
 - d. SWIFT CODE & Account Number

- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(End of Instructions)

PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE

52.204-7	System for Award Management- Alternate I	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-1	Instructions to Offerors—Commercial Items	OCT 2014

PROVISIONS INCORPORATED BY FULL TEXT

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:

<http://farsite.hill.af.mil>

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (NOV 2013)

(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:

Price
Conformance to Statement of Work

Award will be made to the Lowest Price Technically Acceptable (LPTA) responsive responsible offeror with acceptable past performance.

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

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

(End of provision)

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

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

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

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

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

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

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

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

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

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3,

Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge

and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
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(List as necessary)

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

Other Foreign End Products:

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

(List as necessary)

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

(List as necessary)

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

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

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

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

(List as necessary)

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

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

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
___	___
___	___

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

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

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

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

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

or

(2) () Outside the United States.

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

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

or

(2) () Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

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

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

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

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

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

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Statement Of Work

Lease of Vehicle Fleet

Morón Air Base, Spain

Period of Performance
30 December 2014- 19 February 2015

Date:

12/18/2014

SECTION 1 - GENERAL INFORMATION

- 1.1 **SCOPE OF WORK.** SPMAGTF-CR Africa mission requires various size/type vehicles that are in excellent mechanical condition to conduct mission critical task in and around Morón Airbase, Spain.
- 1.2 **POINTS OF CONTACT.** The contractor will provide points of contact, within its company, to interface with the Contracting Officer and Contracting Officer Representative (COR) identified in this statement of work on issues concerning rental vehicles. Names, business address, phone numbers, and hours of operation are the minimum information requirements. Arrangements for contacting the contractor's points of contact after normal business hours should also be made.
- 1.3 Contracting Officer Representative (COR) will be identified prior to the award of the contract. All terms and conditions of the contract are only approved by the Contracting Officer. The COR has no authority to change terms and conditions of the contract.

SECTION 2 - DEFINITIONS

2.1 TECHNICAL DEFINITIONS PECULIAR TO THIS SOW.

- 2.1.1 **Acceptance and inspection** - An inspection shall be performed on all vehicles and equipment before placing them in service. This inspection shows the overall condition of the vehicle. Discrepancies must be fixed before putting the vehicle in service, if use of the vehicle would aggravate the problem or if the discrepancy creates a safety hazard.
- 2.1.2 **Accident repairs** - Repairs required as a result of collision; regardless of whether the object collided with a vehicle, or whether the vehicle requiring repairs was the moving unit.
- 2.1.3 **Criminal act** - A violation of a civil law.
- 2.1.4 **Disabled vehicle** - A damaged, worn out, or malfunctioning vehicle.
- 2.1.5 **Fair wear and tear** - The deterioration of items attributed to normal usage.
- 2.1.6 **Hostile act** - An act of war.
- 2.1.7 **Scheduled maintenance** - Periodic prescribed inspections or servicing of equipment, accomplished on a calendar, mileage, or hours-of-operation basis.
- 2.1.8 **Unscheduled maintenance** - Maintenance that is not scheduled but is required to correct deficiencies and to restore the vehicle or equipment to a serviceable condition.

SECTION 3 - GOVERNMENT FURNISHED PROPERTY AND SERVICES

- 3.1 None.

SECTION 4 - CONTRACTOR FURNISHED ITEMS AND SERVICES

- 4.1 **GENERAL.** Contractor shall provide specified vehicles and all services required to keep the vehicles in a safe, operational condition. Vehicles will be delivered within the timeframe agreed to in this contract and must meet the

minimum acceptance criteria provided herein. Acceptance of the items will not be made unless the discrepancies are correct. Failure to pass the acceptance inspection in the timeframe specified may result in a monetary penalty.

4.1.1 Insurance. The contractor will carry the proper obligatory car insurance as required by Spanish law to cover the cost for replacement or repair of vehicles lost, stolen or damaged through criminal acts, natural acts (commonly called acts of God), or hostile acts. This is to preclude the government from being held liable for claims generating from any of the above. The contractor shall provide documentation of insurance.

4.1.2 Records. The contractor should maintain records of transactions with the US Government and, upon request, make such records available to properly designated contract representatives within a reasonable period of time.

4.2 VEHICLES. The following minimum criteria shall be met at the time of the acceptance inspection:

4.2.1 Condition. Both the exterior and the interior of the vehicles must be free of excessive soil, rust, and damage.

4.2.2 Safety Items. Each vehicle must meet all host nation safety and manufacture requirements and have, as a minimum, the following safety features: seatbelts, rear view mirrors, windshield wipers, parking brake, and horn.

4.2.3 Heating and Air Conditioning. Contractor shall ensure that Air Conditioning systems in vehicles remain in working condition for the duration of the period of performance. If the Air Conditioning system in a vehicle fails during the period of performance, the contractor shall repair it, or replace the vehicle at the contractor's option, within 8 hours. If contractor chooses to replace the vehicle, the new vehicle must meet the same standards as the vehicle being replaced. Vehicle replacement shall not result in additional costs.

4.3 SERVICES. The contractor shall provide the following services:

4.3.1 Maintenance. The contractor shall perform both scheduled and unscheduled maintenance at a facility he designates. He will provide all parts, labor, and expertise necessary to complete required maintenance tasks. Parts include those items that must be replaced due to fair wear and tear such as windshield wipers, tires, headlamps, filters, fluids, and lubricants. The contractor shall provide a minimum of 24 hours to arrange the scheduled and unscheduled maintenance. Upon completion of any maintenance or repair shall notify the Government point of contact to arrange for the pick-up within 24 hours.

4.3.2 Recovery. Upon proper notification, the contractor will recover disabled vehicles. This service should be available 24 hours a day. If the recovery service is not available 24 hours a day, alternatives must be negotiated and agreed to by the contract representatives.

4.3.3 Replacements. Replacements shall be provided for all vehicles that are out of commission. Upon proper notification the contractor shall provide a temporary vehicle within 48 hours. If no replacement vehicle is provided, consideration should be given to asking the contractor for compensation due to noncompliance.

4.3.4 Accidents. Contractor shall provide an emergency contact sheet in each vehicle that the driver can hand out in the event of a motor vehicle accident which lists the contractor's contact information and procedures for handling the situation.

4.3.5. Traffic Violations, Infractions, and Parking Tickets. The upon receipt of any tickets resulting from a traffic violation, infraction, or parking ticket the contractor shall immediately notify Government point of contact or COR within 24 hours. The contractor shall provide instructions to resolve the violation within a timely manner and prevent accrual of penalties.

SECTION 5- TASKS

5.1 GENERAL. This section identifies the specific scope of work specific to this contract. The contractor shall conform to the tasks listed in this scope of work.

5.1.1. Vehicle Requirement

The contractor shall provide the below. BRAND NAME OR EQUAL IS ACCEPTED. Salient characteristics follow:

Item #	# of Vehicle	Vehicle Equivalent	Start Date	End Date
0001	1	9-Passenger Multipurpose Vans (MPV)	30 DECEMBER 2014	15 JANUARY 2015 (15 DAYS)
0002	1	Sedans, C-Segment (compact) and D-Segment (mid-size)	30 DECEMBER 2014	15 JANUARY 2015 (15 DAYS)
0003	4	9-Passenger Multipurpose Vans (MPV)	30 DECEMBER 2014	4 FEBRUARY 2015 (35 DAYS)
0004	4	9-Passenger Multipurpose Vans (MPV)	30 DECEMBER 2014	19 FEBRUARY 2015 (50 DAYS)
0005	1	Sedans, C-Segment (compact) and D-Segment (mid-size)	30 DECEMBER 2014	19 FEBRUARY 2015 (50 DAYS)
TOTAL: 12				

5.1.1.1. Salient Characteristics

5.1.1.1.1. Multipurpose Vans (MPV). Contractor shall furnish MPV can accommodate nine (9) passengers. Similar vehicles include but not limited to: Renault Espace, Nissan Primastar, and Opel Vivaro

5.1.1.1.2. Sedans. Contractor shall furnish C-Segment (compact) or D-Segment (family mid-size) vehicles that can accommodate four (4) passengers. Similar vehicles include but not limited to: Ford Mondeo, Opel Astra, SEAT Leon, VW Golf, SEAT Altea, Chevrolet Cruze.

5.1.1.2. The model year of the offered vehicles shall be no earlier than 2010. Vehicles manufactured in 2009 or earlier shall not be accepted.

5.1.1.3. Offered vehicles must have fully functioning brakes and full fluids (gasoline/diesel, brake fluid, power steering, etc.) at the time of acceptance.

5.1.1.4. Insurance. Offered vehicles shall be completely insured in accordance to Spanish laws and the vehicle registration shall be complete during the period of performance.

5.1.1.5. Taxes. Any taxes in accordance with Spanish laws shall be paid during the period of performance.

5.1.1.6. Registration. Offered vehicles shall have a current registration in accordance to Spanish laws during the period of performance.

SECTION 6- PERIOD OF PERFORMANCE

6.1. The period of performance: See Section 5.1.1.

6.2 Vehicle Operational Tempo. The vehicles will be operated 8 hour work days, 7 days a week.

6.3 Delivery and Pickup. The contracting company will be responsible for providing drivers who will pick-up and drop off the vehicles.

Delivery location and time- TBD after contract award.

6.4 Transportation Cost. Transportation cost is the responsibility of the contractor to and from the delivery location.

6.5 Security Requirements. The contractor shall obtain base identification passes for all personnel and are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

SECTION 7- ADDITIONAL INSTRUCTIONS

7.1. RESPONSIBILITIES OF BOTH PARTIES

7.1.1. Pre-Rental Checklist. The Government representative and the contractor representative will inspect the vehicle and complete a pre-rental checklist acknowledging the existing condition of the vehicle before the rental. Any dents, scratches, or other discrepancies must be noted on the checklist. The government representative will print his/her name. ONLY OFFICER OR STAFF NON-COMMISSIONED OFFICERS (SNCO's) are authorized to inspect and sign the pre-rental checklist.

7.1.2. Post-Rental Inspection. Upon return of the vehicle, both the Government representative and the contractor representative shall conduct a joint inspection of the vehicle. No claims for damages will be allowed without a signed evidence of the this joint inspection. If the government representative disputes a damage claim made by the contractor, this fact shall be recorded on the inspection sheet and signed by the Government representative.

7.2. CONTRACTOR RESPONSIBILITIES

7.2.1. The contractor shall ensure the vehicles are registered and have insurance during the period of performance.

7.2.2. The contractor shall provide scheduled and unscheduled maintenance for all vehicles during the period of performance.

7.2.3. The contractor shall maintain records for all the vehicles, to include proof of insurance, registrations, tax receipts, traffic tickets, and proof of maintenance. The contractor shall furnish these documents upon request of the contracting officer or Government representative.

7.2.4. The contractor shall provide vehicle recovery service within 24 hours of notice.

7.2.5. The contractor shall provide a temporary vehicle within 48 hours of notice for any disabled vehicles during the duration of the repair.

7.2.6. The contractor shall notify the Government representative upon receipt of a traffic violation, infraction or parking ticket within 24 hours. The contractor shall provide instruction to resolve the matter in a timely manner to avoid accrual of penalties.

7.2.7. The contractor shall provide an emergency contact information sheet in the event of an accident occurring and provide instructions to handle the situation.

7.3. GOVERNMENT RESPONSIBILITIES

7.3.1 Vehicles will be returned with a full tank of gas. Vehicles not returned with a full tank of gas will be subject to for gasoline re-fill fee.

7.3.2. Will be free of any excess trash and will returned in clean condition. Vehicles not returned in clean condition will be subject to charges for cleaning fee.

7.4. INSTRUCTIONS FOR DAMAGES INCURRED

7.4.1 The contractor will notify the Contracting Officer within three (3) business days of any damages incurred during the rental period.

7.4.2. Following this notification and within ten (10) business days, the contractor will two (2) repair estimates for the damages, photographs of the damage and a written statement requesting reimbursement to the Contracting Officer.

7.4.3. After a review of the facts and circumstances, the Contracting Officer will make a decision on the merits of the damage and a modification will be issued if appropriate.

7.4.4. It is required that all estimates be turned in the claim to the Contracting Officer with the contract number notated on all documents.

7.4.5. The request for reimbursement shall have the following documentation in order to be considered:

- a. A written statement on a company letterhead requesting payment and justifying the lump sum amount.
- b. Pre-Rental Checklist signed by both the Government representative and the contractor representative.
- c. Two (2) estimates for the damages.
- d. Photographs of the damaged areas on the vehicle.

7.4.6. The request for reimbursement shall be sent by e-mail to the Contracting Officer and to SPMAGTF-CR.Contracting.OMB@us.af.mil

7.5 INVOICING AND BILLING SCHEDULE

7.5.1. The contractor shall submit an invoice at the end of the each month

7.5.2. The contractor shall include all necessary banking information (such as Account Number, Bank Name, IBAN, SWIFT CODE) in the invoice.

7.5.3. The contractor shall send the invoice to the Contracting Officer and forward a copy of the invoice to: SPMAGTF-CR.Contracting.OMB@us.af.mil .

SECTION 8- POINTS OF CONTACT

8.1. GENERAL. This section identifies the points of contact of this contract.

8.1.1. Contracting Officer- Staff Sergeant Mark Silang; mark.silang@us.af.mil

8.1.2. Contracting Officer Representative- TBD

(End of Statement of Work)

SECCIÓN 1 - INFORMACIÓN GENERAL

1.1 ALCANCE DEL TRABAJO. Misión SPMAGTF-CR África requiere varios vehículos de diferentes tamaños / modelos que se encuentren en excelentes condiciones mecánicas para llevar a cabo la misión crítica en y alrededor de la base aérea de Morón, España.

1.2 Datos de contacto. El contratista proporcionará datos de contacto, dentro de su empresa, para interactuar con el Oficial de Contrataciones y Contrataciones Representante Oficial (COR) identificado en esta declaración de trabajo sobre cuestiones relativas a los vehículos de alquiler. Nombres, direcciones de negocio, números de teléfono y horarios de atención son los requisitos mínimos de información. También se deben hacer arreglos para ponerse en contacto con los representantes del contratista después de las horas normales de oficina.

1.3 Contrataciones Oficial Representante (COR) se identificará antes de la adjudicación del contrato. Todos los términos y condiciones del contrato sólo son aprobados por el Oficial de Contrataciones. El COR no tiene autoridad para cambiar los términos y condiciones del contrato.

SECCIÓN 2 - DEFINICIONES

2.1 DEFINICIONES TÉCNICAS propias de esta Declaración de Trabajo.

2.1.1 Aceptación e inspección - Una inspección se realizará en todos los vehículos y el equipo antes de ponerlos en servicio. Esta inspección demuestra el estado general del vehículo. Las discrepancias se deben corregir antes de poner el vehículo en servicio si el uso del vehículo podría agravar el problema o si la discrepancia crea un peligro para la seguridad.

2.1.2 Reparaciones de Accidentes - Las reparaciones requeridas como resultado de la colisión; independientemente de si el objeto chocó con un vehículo, o si el vehículo que requieran reparación era la unidad móvil.

2.1.3 Acto criminal - Una violación de un derecho civil.

2.1.4 Vehículo de movilidad reducida - Un vehículo dañado, desgastado, o con mal funcionamiento..

2.1.5 Desgaste Normal - El deterioro de los elementos atribuidos a un uso normal.

2.1.6 Acto hostil - un acto de guerra.

2.1.7 Mantenimiento programado - inspecciones periódicas prescritas o mantenimiento de equipos, realizados a base de un horario, el kilometraje, u horas de operación.

2.1.8 Mantenimiento no programado - Mantenimiento que no está programado, pero se requiere para corregir las deficiencias y para restaurar el vehículo o equipo a una condición útil.

SECCIÓN 3 - PROPIEDAD DEL GOBIERNO DISPONIBLE PARA EL CONTRATISTA

3.1 Ninguna.

SECCIÓN 4 - EQUIPO QUE EL CONTRATISTA DEBE PROVEER.

4.1 GENERAL. El contratista proporcionará los vehículos especificados y todos los servicios necesarios

para mantener los vehículos en un estado de funcionamiento seguro. Los vehículos serán entregados en el plazo acordado en el presente contrato y deben cumplir con los criterios de aceptación mínimos previstos en el presente documento. La aceptación de los artículos no se hará a menos que las discrepancias son corregidas. Si no se pasa la inspección de aceptación en el plazo de tiempo especificado podría resultar en una sanción monetaria.

4.1.1 Seguros. El contratista deberá llevar el seguro obligatorio automoviles para cubrir el costo de reemplazo o reparación de los vehículos perdidos, robados o dañados por actos criminales, actos naturales (comúnmente llamados actos de Dios), o actos hostiles. Esto es para evitar que el gobierno se haga responsable de las reclamaciones que se generen a partir de cualquiera de los actos mencionados anteriormente. El contratista deberá proporcionar la documentación de los seguros.

4.1.2 Registros. El contratista deberá mantener registros de las transacciones con el gobierno de Estados Unidos y, a previa solicitud, pondrá dichos registros a disposición de los representantes debidamente designados dentro de un plazo razonable de tiempo.

4.2 Vehículos. Los siguientes criterios mínimos deberán cumplirse en el momento de la inspección de aceptación:

4.2.1 Condición. Tanto el exterior como el interior de los vehículos deben estar libres de basura excesiva, óxido y daños.

4.2.2 Los productos de seguridad. Cada vehículo debe cumplir con todos los requisitos de seguridad y la producción de la nación anfitriona y tener, como mínimo, las siguientes características de seguridad: cinturones de seguridad, espejos retrovisores, limpiaparabrisas, freno de estacionamiento, y bocina.

4.2.3 Calefacción y Aire acondicionado. Contratista se asegurará de que los sistemas de aire acondicionado en vehículos permanezcan en condiciones de trabajo para la duración del período de ejecución. Si el sistema de aire acondicionado en un vehículo falla durante el período de ejecución, el contratista deberá reparar o reemplazar el vehículo a elección del contratista, dentro de 8 horas. Si el contratista opta por reemplazar el vehículo, el nuevo vehículo debe cumplir con las mismas normas que el vehículo al que sustituye. Vehículo de sustitución no deberá dar lugar a costos adicionales.

4.3 SERVICIOS. El contratista deberá proporcionar los siguientes servicios:

4.3.1 Mantenimiento. El contratista deberá realizar el mantenimiento tanto programado y no programado en una instalación que él designe. Él proveerá todas las piezas, mano de obra y los conocimientos necesarios para completar las tareas de mantenimiento necesarias. Las piezas incluyen aquellos artículos que deben ser reemplazados debido al uso y desgaste normal, tales como limpiadores de vidrios, llantas, faros, filtros, fluidos y lubricantes. El contratista deberá proporcionar un mínimo de 24 horas para organizar el mantenimiento programado y no programado. Al finalizar cualquier mantenimiento o reparación deberá notificar al Gobierno de punto de contacto para organizar la recogida en el plazo de 24 horas.

4.3.2 Recuperación. Tras la notificación adecuada, el contratista recuperará vehículos de movilidad reducida. Este servicio debe estar disponible las 24 horas del día. Si el servicio de recuperación no está disponible 24 horas al día, las alternativas deben ser negociadas y acordadas por los representantes de contrato.

4.3.3 Reemplazos. Los reemplazos se proporcionan para todos los vehículos que están fuera de servicio. Tras la notificación adecuada, el contratista proporcionará un vehículo temporal dentro de las 48 horas. Si no se proporciona ningún vehículo de reemplazo, debe considerarse la posibilidad de pedir al contratista la indemnización por incumplimiento.

4.3.4 Accidentes. Contratista proporcionará una hoja de contactos de emergencia en cada vehículo que el

conductor pueda entregar en caso de un accidente de vehículo de motor, que enumera la información y los procedimientos para el manejo de la situación de contacto del contratista.

4.3.5. Violaciones de tráfico, Infracciones y Multas de Estacionamiento. El contratista, a la recepción de todas las entradas que resultan de una violación de tráfico, infracción o multa de aparcamiento, deberá notificar de inmediato al representante del Gobierno o COR dentro de 24 horas. El contratista deberá proporcionar instrucciones para resolver la violación de una manera oportuna y evitar acumulación de sanciones.

SECCIÓN 5- TAREAS

5.1 GENERAL. En esta sección se identifica el ámbito específico de trabajo específico para este contrato. El contratista deberá cumplir con las tareas que se enumeran en este ámbito de trabajo.

5.1.1. Requisito de Vehículos

El contratista deberá proporcionar los siguientes vehículos. Las características sobresalientes son:

Artículo #	Numero de Vehiculos	Descripcion	Fecha de Comienzo	Fecha de Fin
0001	1	9-Passenger Multipurpose Vans (MPV)	30 DECEMBER 2014	15 JANUARY 2015 (15 DAYS)
0002	1	Sedans, C-Segment (compact) and D-Segment (mid-size)	30 DECEMBER 2014	15 JANUARY 2015 (15 DAYS)
0003	4	9-Passenger Multipurpose Vans (MPV)	30 DECEMBER 2014	4 FEBRUARY 2015 (35 DAYS)
0004	4	9-Passenger Multipurpose Vans (MPV)	30 DECEMBER 2014	19 FEBRUARY 2015 (50 DAYS)
0005	1	Sedans, C-Segment (compact) and D-Segment (mid-size)	30 DECEMBER 2014	19 FEBRUARY 2015 (50 DAYS)
TOTAL: 12				

5.1.1.1. Características sobresalientes

5.1.1.1.1. MPV. Contratista deberá suministrar MPV puede acomodar nueve (9) pasajeros. Vehículos similares incluyen, pero no se limitan a: Renault Espace, Nissan Primastar, y Opel Vivaro

5.1.1.1.2. Sedanes. Contratista deberá suministrar segmento C (compacto) o vehículos que pueden acomodar a cuatro (4) pasajeros segmento D (familia de tamaño medio). Vehículos similares incluyen, pero no se limitan a: Ford Mondeo, Opel Astra, SEAT Leon, VW Golf, SEAT Altea, Chevrolet Cruze.

5.1.1.2. El año modelo de los vehículos ofrecidos será no antes de 2010. Los vehículos fabricados en 2009 o antes, no será aceptado.

5.1.1.3. Vehículos ofrecidos deben tener frenos en pleno funcionamiento y fluidos completos (gasolina / diesel, líquido de frenos, dirección asistida, etc.) en el momento de la aceptación.

5.1.1.4. Seguro. Vehículos ofrecidos serán completamente asegurados en conformidad con las leyes españolas y el registro del vehículo deberán estar completo durante el período de ejecución.

5.1.1.5. Impuestos. Cualquier impuesto, de acuerdo con las leyes españolas serán pagados durante el período de ejecución.

5.1.1.6. Registro. Vehículos ofrecidos deberán tener un registro actual de acuerdo a las leyes españolas durante el período de ejecución.

SECCIÓN 6- PLAZO DE EJECUCIÓN

6.1. El plazo de ejecución: Sección 5.1.1.

6.2 Vehículo ritmo operativo. Los vehículos serán operados 8 días de trabajo por hora, los 7 días de la semana.

6.3 La entrega y recogida. La empresa contratista será responsable de proporcionar a los conductores que recoger y dejar a los vehículos.

Lugar de entrega y TBD tiempo- después de la adjudicación del contrato.

6.4 Costo de Transporte. El costo de transporte es la responsabilidad del contratista hacia y desde el lugar de entrega.

6.5 Requisitos de seguridad. El contratista deberá obtener la identificación de base pasa a todo el personal y tienen la obligación de llevar o exhibir prominentemente tarjetas de identificación de instalación o, insignias de identificación contratista contratista-amueblado durante su visita o la realización de trabajos en la instalación.

SECCIÓN 7- INSTRUCCIONES ADICIONALES

7.1. Responsabilidades de ambas partes

7.1.1. Pre-Alquiler Lista de verificación. El representante del Gobierno y el representante contratista inspeccionará el vehículo y completará una lista de verificación de pre-alquiler para reconocer la condición existente del vehículo antes de el alquiler. Cualquier abolladuras, arañazos u otras discrepancias deben anotarse en la lista de verificación. El representante del gobierno imprimirá su / su nombre. SÓLO funcionario o funcionarios encargados oficialmente (de SNCO) están autorizados a inspeccionar y firmar la lista de comprobación previa a la renta.

7.1.2. Post-Alquiler de Inspección. Tras la devolución del vehículo, tanto el representante del Gobierno y el representante contratista deberá llevar a cabo una inspección conjunta del vehículo. No hay reclamaciones por daños y perjuicios se permitirá sin evidencia firmada de la presente inspección conjunta. Si el representante del gobierno se opone a una reclamación por daños presentada por el contratista, este hecho se hará constar en la hoja de inspección y firmada por el representante gubernamental.

7.2. RESPONSABILIDADES DEL CONTRATISTA

7.2.1. El contratista deberá garantizar los vehículos están registrados y tener un seguro durante el período de ejecución.

7.2.2. El contratista deberá proporcionar mantenimiento programado y no programado para todos los vehículos durante el período de ejecución.

7.2.3. El contratista deberá mantener registros de todos los vehículos, para incluir un comprobante de

seguro, registros, recibos de impuestos, multas de tráfico, y la prueba de mantenimiento. El contratista deberá presentar estos documentos a petición del funcionario contratante o representante gubernamental.

7.2.4. El contratista deberá proporcionar un servicio de recuperación de vehículos dentro de las 24 horas de aviso.

7.2.5. El contratista deberá proporcionar un vehículo temporal dentro de 48 horas de aviso para cualquier vehículo con discapacidad durante la duración de la reparación.

7.2.6. El contratista deberá notificar al representante del Gobierno tras la recepción de una factura de violación de tráfico, infracción o de estacionamiento dentro de 24 horas. El contratista deberá proveer instrucción para resolver el asunto de manera oportuna para evitar la acumulación de sanciones.

7.2.7. El contratista deberá proporcionar una hoja de información de contacto de emergencia en caso de que ocurra un accidente y proporcionar instrucciones para manejar la situación.

7.3. RESPONSABILIDADES DEL GOBIERNO

7.3.1 Los vehículos serán devueltos con un tanque lleno de gasolina. Los vehículos no devueltos con un tanque lleno de gasolina estarán sujetas a cuota para la gasolina re-fill.

7.3.2. Estará libre de cualquier exceso de basura y será devuelto en buenas condiciones de limpieza. Los vehículos no devueltos en buenas condiciones de limpieza estarán sujetos a cargos por servicio de limpieza.

7.4. INSTRUCCIONES PARA DAÑOS INCURRIDOS

7.4.1 El contratista notificará al oficial de contrataciones dentro de tres (3) días hábiles de los daños incurridos durante el período de alquiler.

7.4.2. A raíz de esta notificación y dentro de diez (10) días hábiles, el contratista hará dos (2) estimaciones de la reparación de los daños, las fotografías de los daños y una declaración escrita solicitando el reembolso para el Oficial de Contrataciones.

7.4.3. Después de una revisión de los hechos y circunstancias, el oficial de contrataciones tomará una decisión sobre el fondo de los daños y una modificación se emitirá en su caso.

7.4.4. Se requiere que todas las estimaciones se convirtieron en el reclamo al oficial de contrataciones con el número de contrato anotada en todos los documentos.

7.4.5. La solicitud de reembolso deberá tener la siguiente documentación con el fin de ser considerado:

- a. Una declaración por escrito en un representante de la empresa solicitando el pago y justificación de la cantidad requerida.
- b. Pre-Alquiler Lista de verificación firmada tanto por el representante gubernamental y del representante del contratista.
- c. Dos (2) estimaciones de los daños.
- d. Las fotografías de las áreas dañadas en el vehículo.

7.4.6. La solicitud de reembolso se enviará por correo electrónico al Oficial de Contrataciones y SPMAGTF-CR.Contracting.OMB@us.af.mil

7.5 FACTURACIÓN Y HORARIO DE FACTURACIÓN

7.5.1. El contratista deberá presentar una factura al final del mes

7.5.2. El contratista deberá incluir toda la información bancaria necesaria (por ejemplo, número de cuenta, nombre del banco, número IBAN, SWIFT CODE) en la factura.

7.5.3. El contratista deberá enviar la factura al Oficial de Contrataciones y enviar una copia de la factura a: SPMAGTF-CR.Contracting.OMB@us.af.mil.

SECCIÓN 8- PUNTOS DE CONTACTO

8.1. GENERAL. Esta sección identifica los puntos de contacto de este contrato.

8.1.1. Oficial de Contrataciones- Sargento Marcos Silang; mark.silang@us.af.mil

8.1.2. Representante Oficial Del Contrato (COR): TBD

(Fin de la Declaración de Trabajo)