

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NO.		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. <b>FA5707-12-Q-0010</b>	
6. SOLICITATION ISSUE DATE <b>6 February 2012</b>		7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>BRYCE EDWARD PAGEL</b>		b. TELEPHONE NO. (No collect calls) <b>0772-555-118</b>	
8. OFFER DUE DATE/LOCAL TIME <b>4:00pm LT , 18 Feb 2012</b>		9. ISSUED BY <b>BRYCE EDWARD PAGEL</b> <b>376TH AEW/ECONS</b> <b>Bishkek, Kyrgyz Republic</b> e-mail: <a href="mailto:bryce.pagel@maab.afcent.af.mil">bryce.pagel@maab.afcent.af.mil</a>		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8 (A)	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO <b>376 AEW/ECONS</b> <b>Transit Center at Manas</b> <b>Bishkek, Kyrgyz Republic</b> <b>APO AE 09353</b>		16. ADMINISTERED BY <b>SAME AS BLOCK 9</b>		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		NAICS: <b>517210</b> SIZE STANDARD: <b>1,500 EMP</b>	
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY <b>USAFCENT/FM/SHAW</b> <b>411 Myers St Bldg 1049</b> <b>Shaw AFB, SC 29152-5028</b>		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE BLOCK 9	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	NON-PERSONAL SERVICES: Contractor shall provide mobile to mobile non-personal local and international cellular telephone services as stipulated within the attached Statement of Work (SOW) in support of the Transit Center at Manas International Airport (TCM), Kyrgyzstan.  SEE SF 1449 CONTINUATION SHEET  <i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>ONE (1)</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

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**STANDARD FORM 1449** (REV. 5/2011)  
Prescribed by GSA – FAR (48 CFR) 52.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>BASIC PERIOD OF PERFORMANCE: 1 APRIL 12 – 31 MARCH 13</p> <p>Contractor shall provide mobile to mobile non-personal local and international cellular telephone services as stipulated within the attached SOW and contract schedule.</p>				
0001	Provide mobile network services for approx. 534 cellular telephones.			(info CLIN)	(info CLIN)
0001AA	Outgoing calls within TCM Network.	1,000,000	MIN	\$	\$
0001AB	Outgoing calls to other cell phones.	100,000	MIN	\$	\$
0001AC	Outgoing calls to Land Line and other Kyrgyz Network Phones charged per minute	55,550	MIN	\$	\$
0001AD	Outgoing local SMS (text messages) charged per message	65,000	EA	\$	\$
0001AE	Voicemail message retrieval charged per minute	67,850	MIN	\$	\$
0001AF	Incoming calls from direct Bishkek landline numbers.	15,500	MIN	\$	\$
0002	Provide international mobile network services for cellular telephones as identified by the CO.			(info CLIN)	(info CLIN)
0002AA	Outgoing international calls.	11,100	MIN	\$	\$
0002AB	Outgoing international SMS.	7,060	EA	\$	\$
0003	New Nokia 2652 or equal cellular telephone packages as required for replacements.	45	NTE – EA	\$	\$
	TOTAL FOR BASE PERIOD OF PERFORMANCE:				\$
(Attach Additional Sheets as Necessary)					

32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: <span style="border: 1px solid black; padding: 0 20px;"></span>					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Print)	
				42c. DATE RECEIVED (YY/MM/DD)	
				42d. TOTAL CONTAINERS	

**STANDARD FORM 1449** (REV. 5/2011) **BACK**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FIRST OPTION PERIOD OF PERFORMANCE: 1 APRIL 13 – 31 MARCH 14 Contractor shall provide mobile to mobile non-personal local and international cellular telephone services as stipulated within the attached SOW and contract schedule.				
1001	Provide mobile network services for approx. 534 cellular telephones.			(info CLIN)	(info CLIN)
1001AA	Outgoing calls within TCM Network.	1,000,000	MIN	\$	\$
1001AB	Outgoing calls to other cell phones.	100,000	MIN	\$	\$
1001AC	Outgoing calls to Land Line and other Kyrgyz Network Phones charged per minute	55,550	MIN	\$	\$
1001AD	Outgoing local SMS (text messages) charged per message	65,000	EA	\$	\$
1001AE	Voicemail message retrieval charged per minute	67,850	MIN	\$	\$
1001AF	Incoming calls from direct Bishkek landline numbers.	15,500	MIN	\$	\$
1002	Provide international mobile network services for cellular telephones as identified by the CO.			(info CLIN)	(info CLIN)
1002AA	Outgoing international calls.	11,100	MIN	\$	\$
1002AB	Outgoing international SMS.	7,060	EA	\$	\$
1003	New Nokia 2652 or equal cellular telephone packages as required for replacements.	45	NTE – EA	\$	\$
	TOTAL FOR FIRST OPTION PERIOD OF PERFORMANCE:				\$
(Attach Additional Sheets as Necessary)					

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Print)	
			42c. DATE RECEIVED (YY/MM/DD)	42d. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 5/2011) BACK

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>SECOND OPTION PERIOD OF PERFORMANCE: 1 APRIL 14 – 31 MARCH 15</p> <p>Contractor shall provide mobile to mobile non-personal local and international cellular telephone services as stipulated within the attached SOW and contract schedule.</p>				
2001	Provide mobile network services for approx. 534 cellular telephones.			(info CLIN)	(info CLIN)
2001AA	Outgoing calls within TCM Network.	1,000,000	MIN	\$	\$
2001AB	Outgoing calls to other cell phones.	100,000	MIN	\$	\$
2001AC	Outgoing calls to Land Line and other Kyrgyz Network Phones charged per minute	55,550	MIN	\$	\$
2001AD	Outgoing local SMS (text messages) charged per message	65,000	EA	\$	\$
2001AE	Voicemail message retrieval charged per minute	67,850	MIN	\$	\$
2001AF	Incoming calls from direct Bishkek landline numbers.	15,500	MIN	\$	\$
2002	Provide international mobile network services for cellular telephones as identified by the CO.			(info CLIN)	(info CLIN)
2002AA	Outgoing international calls.	11,100	MIN	\$	\$
2002AB	Outgoing international SMS.	7,060	EA	\$	\$
2003	New Nokia 2652 or equal cellular telephone packages as required for replacements.	45	NTE – EA	\$	\$
	TOTAL FOR SECOND OPTION PERIOD OF PERFORMANCE:				\$
(Attach Additional Sheets as Necessary)					

32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: <span style="border: 1px solid black; padding: 0 20px;"></span>					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Print)		
			42c. DATE RECEIVED (YY/MM/DD)		42d. TOTAL CONTAINERS

**STANDARD FORM 1449** (REV. 5/2011) **BACK**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	THIRD OPTION PERIOD OF PERFORMANCE: 1 APRIL 15 – 31 MARCH 16 Contractor shall provide mobile to mobile non-personal local and international cellular telephone services as stipulated within the attached SOW and contract schedule.				
3001	Provide mobile network services for approx. 534 cellular telephones.			(info CLIN)	(info CLIN)
3001AA	Outgoing calls within TCM Network.	1,000,000	MIN	\$	\$
3001AB	Outgoing calls to other cell phones.	100,000	MIN	\$	\$
3001AC	Outgoing calls to Land Line and other Kyrgyz Network Phones charged per minute	55,550	MIN	\$	\$
3001AD	Outgoing local SMS (text messages) charged per message	65,000	EA	\$	\$
3001AE	Voicemail message retrieval charged per minute	67,850	MIN	\$	\$
3001AF	Incoming calls from direct Bishkek landline numbers.	15,500	MIN	\$	\$
3002	Provide international mobile network services for cellular telephones as identified by the CO.			(info CLIN)	(info CLIN)
3002AA	Outgoing international calls.	11,100	MIN	\$	\$
3002AB	Outgoing international SMS.	7,060	EA	\$	\$
3003	New Nokia 2652 or equal cellular telephone packages as required for replacements.	45	NTE – EA	\$	\$
	TOTAL FOR THIRD OPTION PERIOD OF PERFORMANCE:				\$
(Attach Additional Sheets as Necessary)					

32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED		<input type="checkbox"/> INSPECTED		<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: <span style="background-color: #cccccc; padding: 0 20px;"></span>	
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Print)	
				42c. DATE RECEIVED (YY/MM/DD)	
				42d. TOTAL CONTAINERS	

**STANDARD FORM 1449** (REV. 5/2011) **BACK**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>FOURTH OPTION PERIOD OF PERFORMANCE: 1 APRIL 16 – 31 MARCH 17 Contractor shall provide mobile to mobile non-personal local and international cellular telephone services as stipulated within the attached SOW and contract schedule.</p>				
4001	Provide mobile network services for approx. 534 cellular telephones.			(info CLIN)	(info CLIN)
4001AA	Outgoing calls within TCM Network.	1,000,000	MIN	\$	\$
4001AB	Outgoing calls to other cell phones.	100,000	MIN	\$	\$
4001AC	Outgoing calls to Land Line and other Kyrgyz Network Phones charged per minute	55,550	MIN	\$	\$
4001AD	Outgoing local SMS (text messages) charged per message	65,000	EA	\$	\$
4001AE	Voicemail message retrieval charged per minute	67,850	MIN	\$	\$
4001AF	Incoming calls from direct Bishkek landline numbers.	15,500	MIN	\$	\$
4002	Provide international mobile network services for cellular telephones as identified by the CO.			(info CLIN)	(info CLIN)
4002AA	Outgoing international calls.	11,100	MIN	\$	\$
4002AB	Outgoing international SMS.	7,060	EA	\$	\$
4003	New Nokia 2652 or equal cellular telephone packages as required for replacements.	45	NTE – EA	\$	\$
	TOTAL FOR FOURTH OPTION PERIOD OF PERFORMANCE:				\$
(Attach Additional Sheets as Necessary)					

32a. QUANTITY IN COLUMN 21 HAS BEEN					
<input type="checkbox"/> RECEIVED		<input type="checkbox"/> INSPECTED		<input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: <span style="background-color: #cccccc; padding: 0 20px;"></span>	
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Print)	
				42c. DATE RECEIVED (YY/MM/DD)	
				42d. TOTAL CONTAINERS	

**STANDARD FORM 1449** (REV. 5/2011) **BACK**

**SECTION SF 1449 - CONTINUATION SHEET**

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
BASE PERIOD (ALL CLINS)	Destination	Government	Destination	Government
FIRST OPTION (ALL CLINS)	Destination	Government	Destination	Government
SECOND OPTION (ALL CLINS)	Destination	Government	Destination	Government
THIRD OPTION (ALL CLINS)	Destination	Government	Destination	Government
FOURTH OPTION (ALL CLINS)	Destination	Government	Destination	Government

All supplies/services will be inspected and accepted by the U.S. Government at The Transit Center at Manas, Kyrgyzstan.

NOTE: The term "Government" as used throughout this document refers to the United States Government.

(END INSPECTION AND ACCEPTANCE TERMS)

**DELIVERY INFORMATION**

CLIN	PERIOD OF PERFORMANCE	QUANTITY	SHIP TO ADDRESS
ALL	BASE PERIOD: 1 APR 12 – 31 MAR 13	BASED ON USAGE	376 AEW/ECONS TRANSIT CENTER AT MANAS APO AE 09353
ALL	FIRST OPTION PERIOD: 1 APR 13 – 31 MAR 14	BASED ON USAGE	(SAME AS PREVIOUS LOCATION) FOB: Destination
ALL	SECOND OPTION PERIOD: 1 APR 14 – 31 MAR 15	BASED ON USAGE	(SAME AS PREVIOUS LOCATION) FOB: Destination
ALL	THIRD OPTION PERIOD: 1 APR 15 – 31 MAR 16	BASED ON USAGE	(SAME AS PREVIOUS LOCATION) FOB: Destination
ALL	FOURTH OPTION PERIOD: 1 APR 16 – 31 MAR 17	BASED ON USAGE	(SAME AS PREVIOUS LOCATION) FOB: Destination

(END INSPECTION AND ACCEPTANCE TERMS)

## **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **SUBMISSION OF OFFERS**

Submit your offers in accordance with this section signed and dated to arrive no later than the date shown in block eight (8) on page one (1) of this solicitation. Electronic responses/offers will be accepted and are encouraged, but may be delivered in any manner.

### **GENERAL OFFER PREPARATION INSTRUCTIONS**

1. This is an exclusively electronic solicitation release. No hard copies will be mailed. Amendments to the solicitation will be posted to [www.fbo.gov](http://www.fbo.gov).
2. The Government is not responsible for any costs incurred or associated with preparation and submission of a offer in response to this solicitation.
3. The Offeror is required to submit an offer on all items.
4. In compliance with FAR Subpart 4.8, the Government will retain one hard copy of all unsuccessful offers and will destroy all extra copies. No destruction certificate will be provided.
5. All offers must be complete, self-sufficient, and respond directly to the requirements of this solicitation and attachments. Any commitments made in the offer shall become a part of the resultant contract. Inconsistencies between promised performances shall be fully explained by the offeror, and may be a basis for rejection of the offer. Failure to comply with these instructions may result in the offer being rejected.

### **PREPARATION OF OFFER**

In order to effectively and equitably evaluate all offers, the Contracting Office must receive the requested information by the submission date (see Block 8 on page 1 of the solicitation). Offerors are required to meet all solicitation requirements, including terms and conditions, technical requirements, and clearly demonstrate that the offeror has a thorough understanding of the requirements for the accomplishment of this effort. Failure to meet a requirement may result in an Offeror being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. Statements that the offeror understands, can, or will comply with the specifications, and phrases such as "standard procedures will be employed", or "well known techniques will be used" etc., will be considered unacceptable.

ONLY THE MINIMUM AMOUNT OF INFORMATION IS REQUESTED TO PROVIDE FOR PROPER EVALUATION. EFFORTS SHOULD BE MADE TO KEEP OFFERS AS BRIEF AS POSSIBLE CONCENTRATING ON SUBSTANTIVE INFORMATION ESSENTIAL FOR PROPER EVALUATION. The offer shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating its validity. Elaborate formats are not desirable. The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

The response shall consist of two (2) separate distinct parts:

- Technical Proposal.
- Price.

ALL OFFERS MUST BE SUBMITTED IN THE ENGLISH LANGUAGE.

### **TECHNICAL PROPOSAL**

The contractor must submit a technical proposal, which clearly demonstrates their understanding of the service requirements and the steps necessary to provide it. The following submittals are required:



1. Signal/voice quality – Contractor shall submit a narrative description which outlines their cell phone network voice and signal strength quality of service during different periods of the day (morning/afternoon/evening) including weekends.
2. Sampling/Thresholds for Network availability rates (network busy rates) – Contractor will provide a diagram which shows a breakdown of the overall number of subscribers of their cell phone network vs. the overall network capacity. The diagram will show how many subscribers the network is capable of handling vs. how many actual users utilized the network during peak periods which resulted in a "Network Busy" message being displayed.
3. Sampling/Thresholds for call completion rate – Contractor will provide a diagram which shows a breakdown of the overall number of subscribers of their cell phone network vs. the overall network capacity. The diagram will show how many subscribers the network is capable of handling vs. how many actual users utilized the network during peak periods which resulted in calls being dropped.
4. Signal coverage (base areas) – Contractor will provide a detailed geographic map of their local Cell Phone Network coverage for the entire base broken down by area (TCA, Ops Town, MX Town, POL, MSA and Echo One). The map will provide signal power ratios in decibel (dbm) of the measured power referenced to one milliwatt (mW) and shown in concentric circle format which begin at the nearest cell phone base station/repeater cell and emanate outward throughout the base.
5. English Language Services – Contractor will provide a narrative description explaining the cell phone services available to users and how to use them. Areas covered will include setting up, checking, deleting and saving Voice Mail and Text Messages. Call Conferencing, Call Forwarding and Customer Service contact numbers will also be included.
6. Management – Contractor shall describe the organizational and operational assets and procedures proposed in response to the solicitation in sufficient detail to; demonstrate an understanding of the cell phone provider scope, the ability to provide cell phone service, and effectively coordinate with the Base personnel.
7. Warranty/Guarantee – Contractor shall submit a narrative description of the warranties and/or guarantees provided for the end product, such as cell phone service guarantee, cell phone manufacturer's warrantee's for equipment or components, or implied guarantee of merchantability or any other warranty offered in response to this solicitation.

## **PRICE**

The offeror's pricing proposal shall be annotated on the Standard Form 1449:

- Complete in its entirety the "Offeror" portion of the Standard Form 1449. An official having the authority to bind your company contractually must sign and date the SF 1449. One copy of the SF 1449 must bear an original, authorized signature.
- Offerors will insert the per unit price for all contract line items numbers. The Government reserves the right to request additional pricing information after receipt and evaluation of proposals.

Total Price: This criterion evaluates the overall price to the Government and determines if the proposed price is realistic, reasonable, and complete. The price quote will also be evaluated to determine the offeror's understanding of contract requirements as expressed by the solicitation. If unique and innovative approaches are the basis for an abnormally low proposed price, the nature of these approaches and their impact to the proposed price, must be completely documented. The burden of credibility of price rests solely with the offeror. The following evaluation criteria shall apply:

(a) Price Realism: Proposed price will be evaluated to determine if it is unrealistically high or low in relation to the Government's Independent Cost Estimate or other offers.

(b) Reasonableness: The offeror's quote will be reviewed to determine if the proposed price is reasonable.

The lowest priced technically acceptable offer whose price is determined to be realistic, reasonable and complete based on the above criteria will be determined the best value to the Government for award.

## **GENERAL BASIS FOR AWARD**

52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

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

- (i) Technical Acceptability.
- (ii) Price;

*Technical Acceptability is more important than price.* The technical proposal will be evaluated on a pass or fail basis. If the quote received is determined to be unacceptable, the offeror will be excluded from competition. Each quote achieving an acceptable rating will then be evaluated according to price.

(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)

#### **CONFIDENTIALITY**

All pricing information will be treated as confidential and is not releasable to others outside the process required to award a contract. This information will be used only for the purpose intended and under no circumstances will the information be given any other contractor without the written consent of the owner of the information or as is required by the Freedom of Information Act.

#### **LIMITS OF AUTHORITY CONTRACTING OFFICER**

Only the Contracting Officer is authorized to make changes to the terms and conditions of the contract.

(END INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS)

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **1. LIABILITY**

The Government shall not be held responsible for damages to property or for injuries or death to persons, which might occur without fault on the part of the Government as a result of, or incident to, performance of work.

##### **2. PERMITS AND RESPONSIBILITIES FOR WORK**

The Contractor shall, without additional expense to the Government obtain all licenses and permits required for performance of work. The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the performance of work.

##### **3. COMPLIANCE WITH LOCAL LABOR LAWS**

The Contractor shall be responsible for complying with any and all local laws, regulations, and labor union agreements governing hours, wages, labor regulations (including collective bargaining), worker's compensation, working conditions, fringe benefits, and other matters pertaining to labor standards and contracts. The Contractor hereby indemnifies and holds harmless the United States Government from any and all claims of any type arising out of or in connection with local labor laws. This indemnity shall include the obligation of the Contractor to handle and settle without cost to the United States Government, any claims or litigation against the United States Government based on the allegation that the Contractor or the United States Government or both have not fully complied with local labor laws or regulations relating to performance of the work required by this contract.

##### **4. CONTRACTOR PRIOR PERFORMANCE**

No corporate officer or owner doing business with the USAF can have been previously barred by any US DoD installation commander. EPLS.gov is the government point of inquiry to identify those having been barred.

## **5. CONTRACTOR RESPONSIBILITY**

Contractors operating on base will be responsible for briefing and ensuring the employees adhere to the traffic rules and regulations. The foreman, job site supervisor, and other personnel providing workman leadership will, ensure the workers comply with these rules and regulations. The speed limit on base is 10 KPH unless otherwise posted. Individuals are to obey all entry procedures. When legal instructions are given by Security Forces personnel, they will be complied with immediately.

Contractor(s) shall ensure all employees entering the base have proper installation passes and identification. Personnel not authorized entry into Manas AB shall be removed immediately without warning or consideration to the contractor. Contractors with key personnel determined to be barred from the installation may be denied award or renewal of all contracts with the 376 AEW.

## **6 INVOICES EXCLUSIVE OF TAXES AND DUTIES**

Invoices submitted in accordance with the terms and conditions of this contract shall be excluded from all taxes and duties for which relief is available.

## **7. SECURITY/PASS REQUIREMENTS**

The Contractor shall follow existing security procedures and instructions applicable to Transit Center at Manas International Airport.

**The U.S. Air Force shall not be liable for delays caused by inaccessibility through the Main Gate. See procedures listed below:**

### **Entry Control Excerpt from Government Operating Instruction (GOI) 31-101**

Transit Center at Manas International Airport and Ops Town Entry Procedures:

Entry Control Points (ECP). All personnel seeking entry to any of these areas must have a need to enter and meet specific requirements. Official ECPS for these areas are:

Echo-1: Main Entry Control Point/Search Area/Visitor Control Center (VCC)

Echo-5: Manas International Airport (MIAP)/Main Parking Ramp ECP. Possess valid identification card, MIAP Personnel Pass and Vehicle Pass if applicable (Main OPS Town)

Echo-3: Tent City Entrance

Host Nation (HN) personnel will wait near the parking lot for the arrival of their security escort who will provide an escort briefing. They will then be escorted to the Visitor's Center where they will pass through a metal detector and if necessary be searched using a hand frisker. All bags and hand carried items will be searched.

Contractor Vehicle Operations. All Contractor vehicles requiring entry will process through Echo-1. ESFS and EDD will search the vehicle prior to entry. After the search is completed the VCC will log the vehicle in on an 1109 (Visitor's Log) and issue a temporary pass. The driver's badge number will also be recorded on the 1109 used to record the vehicle information. This pass will indicate the vehicle has been searched and authorized for escorted access into tent city. The temporary pass will be displayed at all times and returned to the VCC upon departing.

Upon entry to Transit Center at Manas International Airport, Contractor personnel and vehicles shall process through the search area. The U.S. Air Force shall not be liable for delays resulting from the Contractor's failure to follow the Force Protection Rules for entry to the facility.

MIAP Flight line Entry Control Procedures. As an international airport, Coalition Security Forces (SF) personnel have limited control over entry and access to the flight line areas. Coalition Forces control entry at the approved ECPs (Bravo-2 and Bravo-4). All Coalition personnel and Coalition sponsored Third Country National (TCN), HN, and Contractors will enter and exit MIAP through Bravo-2. To gain entry, all personnel must possess a MIAP badge. No person will be allowed entry without proper credentials.

**Contractors shall include the price of MIAP badges for vehicles and personnel in their quote.**

TCN and HN Visitor Entry Procedures for MIAP. TCN and HN personnel wishing to enter MIAP through Bravo-2 must be in possession of a MIAP badge or be under proper escort with an escort badge. Escorted personnel must process through the VCC prior to entering through Bravo-2.

TCN, HN, and Contractor Vehicle Operations on the Flight line/Manas. All TCNs, HN, and Contractor vehicles requiring access to the flight line must be searched prior to entry. A vehicle search will consist of a K-9 sweep, undercarriage check, and a hand search of the interior per standard operating procedures (SOP). Any other vehicle/bomb detection equipment should be used if available (i.e. IONSCAN). All Contractor/delivery vehicles on coalition business must process through Echo-1. After the vehicle and driver are searched and cleared, the vehicle will be issued a flight line pass (white placard with a red diagonal line) and search pass (placard indicating vehicle has been properly searched). The flight line pass is required to pass through the Kyrgyz controlled gate to the flight line and the yellow pass is to indicate the vehicle has been properly searched at Echo-1. The only exceptions are MIAP supervisor vehicles and airport fuel trucks with proper credentials (MIAP badge and white vehicle placard with Red stripe). These are personally owned vehicles (POVs) being used to conduct official business by airport supervisory personnel, which frequently move in and out of the area. These vehicles will appear on a list with vehicle make, model, color, and registration plate.

## **8. ESCORTS**

**Contractor personnel are required to be in the presence of a military escort at all times while working on Transit Center at Manas International Airport.** The U.S. Air Force shall provide escorts. The Contractor shall comply with escort directions. Initial Contractor personnel/escort requirements shall be discussed at the Pre-performance Conference. The Contractor shall notify the Contracting Officer or Customer 48 hours in advance of any revised personnel/escort requirements. The Contractor shall notify the Contracting Officer in advance of any change in time that the escorts shall meet the Contractor and/or when the number of contract workers increases or decreases. The Contractor will not be able to start work until escort arrangements are made.

**The U.S. Air Force shall not be liable for delays caused by the Contractors' failure to follow the above notification requirements.**

## **9. SECURITY/SEARCH**

Upon entry to Transit Center at Manas International Airport, Contractor personnel and vehicles shall process through the search area.

**The U.S. Air Force shall not be liable for delays resulting from the Contractor's failure to follow the Force Protection Rules for entry to the facility.**

The actual start of work needs to be at least 14 days after the contract awarded, unless the award date is the start of the contract. If the contract is for construction the contractor shall submit all IAA's prior to the Notice to Proceed (NTP) to begin construction in order for the base to accomplish all necessary background checks. Either way the contractor needs to have time before the start of work to have all IAA's into the DBIDS office and all personnel to have completed full biometrics.

All Host National workers will initially be vetted to receive a RED (Escorted) DBIDS badge, however, if the HN worker's duty requires them to have unescorted access, a justification letter will have to be made to Pass & ID. Pass & ID NCOIC will forward the justification to AFOSI (Air Force Office of Special Investigation) who will conduct an investigation and upon a successful investigation a BLUE (Unescorted) DBIDS badge will be issued.

Upon entry to Transit Center at Manas International Airport, Contractor personnel will have their DBIDS Badge scanned into the system and those that require an escort will be escorted by a CE Security Escort and process through the Visitor Control Center. Contractor vehicles will process through the vehicle search area where their vehicle will be searched by SF personnel and Military Working Dog. Contractor vehicles will only be authorized if the amount of tools, equipment, and supplies are more than personnel can carry. The government shall NOT be liable for delays resulting from the Contractor's failure to follow the Force Protection Rules for entry to the facility.

All personnel with a DBIDS badge or on an EAL will process through the Visitor Control Center (VCC). Any personnel that are on an Entry Authority Listing (EAL) will check in with the Security Forces Desk Sergeant at the Visitor Control Center and be checked in through the BAPSS (Base Automated Personnel Security System) database, exchange their passport, and receive a Temporary Escort (TE) Badge to be worn during the duration of that day's work. The TE badge will have to be returned to the Security Forces Desk Sergeant at the Visitor Control Center upon completion of work and when processing back through the VCC. The only badge that is allowed off base is the DBIDS generated badges. The badge is the sole responsibility of the person who was granted the badge. If the DBIDS badge is lost or stolen, the owner will be required to report same to the contractor sponsor and the DBIDS office. A second replacement badge will be issued by DBIDS personnel. If the badge owner has his/her badge lost or stolen a second time,

the badge owner will be subject to a three (3) month suspension from working IAW 376 AEW/ESFS 31-401 *Defense Biometric Identification Database System Operating Instruction*.

The driver of the vehicle in search will be required to get a vehicle pass for the vehicle. The driver will wait in the holding area until advised by a security forces member he/she is authorized to proceed to process through the VCC and obtain a vehicle pass. After issue the vehicle pass will be shown to the SF personnel in the search area and then placed on the dash of the vehicle. The driver along with the CE Security Escort will wait until the search is complete and the driver will either transport the CE Security Escort in the vehicle or follow the escort to the work area. The temporary pass will be displayed at all times and returned to the VCC upon departing.

Entry Authority Lists (EAL) will only be granted for workers that are needed for jobs that require no more than three (3) days. Any workers that need to be placed on an EAL more than once will need to complete an Installation Access Application (IAA) and have his/her biometrics completed like contracted personnel.

Entry Control Points (ECP): All personnel seeking entry to any areas maintained and operated by Transit Center at Manas International Airport must have a need to enter and meet specific requirements. Official ECP's for these areas are: ECHO-1: Main Entry Control Point/Vehicle Search Area/Visitor Control Center.

**TELEPHONE USE PROHIBITION:** Contractor personnel working on Transit Center at Manas International Airport are prohibited from using telephone instruments, (to include but not limited to, cell, mobile, land line and satellite phones, fax machines, and pagers) without expressed pre-approval of responsible security personnel. For permission to use telephones on base consult the Contracting Officer in advance.

All contractor personnel will be subject to electronic and/or physical search of their person and baggage. The contracted personnel are prohibited from having any contraband in their possession. Contraband is described as: Any alcoholic beverage, narcotics, weapons, knives with a blade over 4 inches, pornography, cameras, unauthorized cellular telephones, sound recording or playback supplies and equipment (i.e. recordable CD or DVD), data processing or recording supplies and equipment (i.e. "thumb" or "flash" drives), video recording or playback supplies and equipment, photocopying devices and memory typewriters. If any contractor requiring any electronic device or equipment that would be classified as "contraband" or used to record information (global positioning systems, etc.) for their contracted work will need to request, in writing, the use of the equipment by the Force Protection Office. For permission to use telephones on base consult the Contracting Officer in advance.

#### **10. RAPIDSCAN/DEFENSE BIOMETRICS IDENTIFICATION SYSTEM**

All Manas personnel will first enter the Visitor Control Center and pass through the Rapid Scan apparatus. An indication of any unidentifiable objects when walking through will require a more in depth search until the item is identified. All bags and hand carried items will be searched. Subsequently, personnel will be scanned into the DBIDS system using the DBIDS entrance/exit card. Failure to register with DBIDS will result in refusal of installation entry. The process will be reversed for base exit.

#### **11. CONTRACTING OFFICER REPRESENTATIVE**

The COR will be responsible for technical assistance to the Contracting Officer in the administration of this contract. Duties will involve inspection surveillance reporting IAW the agreement and any individual contract actions, to include monthly certification of Contractor performance. The COR will maintain performance records. When deficiencies are recorded by the COR, the Contractor (or his authorized representative) will acknowledge deficiency notification by placing his/her initials on the performance record. **This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.**

#### **12. IMMUNITY FROM LEGAL PROCESS**

The Contractor agrees to indemnify and hold harmless the United States Government against all claims and suits of whatever nature arising under, or incidental, to performance of this contract by any subcontractor against the United States Government. The Contractor further agrees to waive his rights to bring suit or other legal action against the United States Government, except as provided in the Disputes clause of this contract and in the United States Federal Statutes.

(END SPECIAL CONTRACT REQUIREMENTS)

**CLAUSES INCORPORATED BY REFERENCE**

<b>CLAUSE</b>	<b>DESCRIPTION</b>	<b>DATE</b>
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.212-1	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS	JUN 2008
52.212-4	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS	JUN 2010
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 2011
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSIONS AND TRANSLATION OF CONTRACT	FEB 2000
52.232-25 (Dev)	PAYMENTS IN SUPPORT OF EMERGENCY AND CONTINGENCY OPERATIONS (DEVIATION 2009-00011)	AUG 2009 ( <i>Deviation</i> )
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-15	STOP-WORK ORDER	AUG 1989
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.247-34	F.O.B. DESTINATION	NOV 1991
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 1991
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC 2008
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN 2009
252.204-7000	DISCLOSURE OF INFORMATION	DEC 1991
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR 1992
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC 2006
252.222-7002	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN 1997
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN 2005
252.225-7041	CORRESPONDENCE IN ENGLISH	JUN 1997
252.225-7042	AUTHORIZATION TO PERFORM	APR 2003
252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES	MAR 2006
252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN 1997
252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN 1997
252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC 2006
252.233-7001	CHOICE OF LAW (OVERSEAS)	JUN 1997

**CLAUSES INCORPORATED BY FULL TEXT****52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)**

\*\*\*INCLUDED WITH INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS\*\*\*

(End of Provision)

**ADDENDUM to 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUN 2010)**

UNACCEPTABLE PERFORMANCE: The Government reserves the right to deduct from monthly invoices any penalties for non-conforming service standards.

UZBEKISTAN SHIPPING POLICY: Materials used for the purposes of this contract shall not be shipped through the country of Uzbekistan. The United States Government shall not be liable for any costs or delays resulting from violations of this instruction. Nor shall the Contractor be exempt from any liquidated damages or consideration sought for late deliveries and project completion dates due to the Contractor choosing to ship through Uzbekistan.

REQUIREMENT INCREASES: Because of the increasing growth of the Transit Center at Manas International Airport, it is possible that the requirements of this contract will be increased during the performance total period (basic, plus 2 option performance periods). Any additional requirements will be priced at the rate included in CLIN 0001AA, 1001AA and 2001AA.

(End of Clause)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS. (NOV 2011)**

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

- ☐ (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).  
☐ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- ☐ (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- ☐ (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

*[Contracting Officer check as appropriate.]*

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- ☒ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- ☐ (8) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (9) 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).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
  - ☐ (ii) Alternate I (Nov 2011).
  - ☐ (iii) Alternate II (Nov 2011).
- ☐ (12) (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.
- ☐ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (14) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
  - ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
  - ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
  - ☐ (iv) Alternate III (July 2010) of 52.219-9.
- ☐ (15) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (16) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☐ (17) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- ☐ (18) (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.
- ☐ (19) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (20) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- ☐ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- ☐ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (29) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- ☐ (30) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☐ (31) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☐ (33) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (34) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (35) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ☐ (36) (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.
- ☒ (37) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ☐ (38) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ☐ (39) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (40) 52.225-5, Trade Agreements (Nov 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (41) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (42) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (43) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 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)).
- ☐ (45) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (46) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ☒ (47) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ☐ (48) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ☐ (49) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (50) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.



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

[Contracting Officer check as appropriate.]

- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

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

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

(End of clause)

#### **52.217-8 -- Option to Extend Services. (Nov 1999)**

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

(End of Clause)

#### **52.217-9 -- Option to Extend the Term of the Contract. (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate as established by USAFCENT Financial Management Analysis (local currency exchange rate is annotated on the SF 1449 cover sheet), in effect as follows:

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

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

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

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

(End of Provision)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of clause)

#### **52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (DEC 2011)**

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

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

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

- ☒ (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- ☐ (2) 252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- ☐ (3) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ (4) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

- ☐ (5) 252.219-7004, Small Business Subcontracting Plan (Test Program)(JAN 2011) (15 U.S.C. 637 note).
- ☐ (6)(i) 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).
  - ☐ (ii) Alternate I (OCT 2011) of 252.225-7001.
- ☐ (7) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).
- ☐ (8) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).
- ☐ (9) 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- ☐ (10) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- ☐ (11) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- ☐ (12)(i) 252.225-7021, Trade Agreements (OCT 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
  - ☐ (ii) Alternate I (OCT 2011) of 252.225-7021.
  - ☐ (iii) Alternate II (OCT 2011) of 252.225-7021.
- ☐ (13) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ (14) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☐ (15)(i) 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
  - ☐ (ii) Alternate I (OCT 2011) of 252.225-7036.
  - ☐ (iii) Alternate II (OCT 2011) of 252.225-7036.
  - ☐ (iv) Alternate III (OCT 2011) of 252.225-7036.
- ☐ (16) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- ☐ (17) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- ☐ (18) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- ☐ (19) 252.227-7013, Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- ☐ (20) 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- ☐ (21) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- ☐ (22) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- ☐ (23) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- ☐ (24) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- ☐ (25) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☐ (26) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- ☐ (27) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- ☐ (28)(i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
  - ☐ (ii) Alternate I (MAR 2000) of 252.247-7023.
  - ☐ (iii) Alternate II (MAR 2000) of 252.247-7023.
  - ☒ (iv) Alternate III (MAY 2002) of 252.247-7023.
- ☐ (29) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- ☐ (30) 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

- (1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (2) 252.227-7013, Rights in Technical Data—Noncommercial Items (SEP 2011), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).  
(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).  
(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### **252.229-7001 TAX RELIEF (JUN 1997)**

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

NAME OF TAX:                      RATE (PERCENTAGE):

\*\*\*See Agreement for Cooperation between the Government of the United States of America and the Government of the Kyrgyz Republic\*\*\*

(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)

#### **5352.201-9101 OMBUDSMAN (APR 2010)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of quotes, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of [OMB Circular A-76](#) competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM or AFISRA ombudsmen,

Deputy Chief, Contracting Division  
ACC/A7K  
DSN: (312) 574-5371  
Commercial: 011-965-757-764-5371  
E-mail: [eric.thaxton@langley.af.mil](mailto:eric.thaxton@langley.af.mil)

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU or ARISRA level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) **DO NOT** contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

#### **5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)**

(a) Unless the requiring activity has obtained prior Senior Acquisition Official (SAO) approval, contractors may not:

- (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
- (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in [AFI 32-7086](#)) are Class I ODSs:

- (1) Halons: 1011, 1202, 1211, 1301, and 2402;
- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
- (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(c) The requiring activity has obtained SAO approval to permit the contractor to use the following Class I ODS(s): *NONE*

(d) The offeror/contractor is required to notify the contracting officer if any Class I ODS that is not specifically listed above is required in the test, operation, or maintenance of any system, subsystem, item, component, or process.

(End of clause)

#### **DEVIATION 2007-00010 - CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY**

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.*

- (1) This clause applies when Contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.
- (2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self defense.
- (ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
  - (A) Cover safety and security issues facing employees overseas;
  - (B) Identify safety and security contingency planning activities; and
  - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
  - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
  - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).
- (f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—
  - (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
  - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
  - (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) *Personnel data.*
  - (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all Contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national Contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—
    - Personnel hired under contracts for which the period of performance is less than 30 days; and
    - Embarked Contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.
  - (2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:
    - (i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.
    - (ii) In order to obtain an AKO account, the Contractor shall—
      - (A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;
      - (B) Go to <http://www.us.army.mil>
      - (C) Enter the AKO sponsor username; and
      - (D) After AKO registration, contact the sponsor to confirm registration.
    - (iii) Registration in SPOT.
      - (A) Register for a SPOT account at <https://iel.kc.us.army.mil/spotregistration/>
      - (B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.
    - (iv) Access to SPOT. Upon approval, all users will access SPOT at <https://iel.kc.us.army.mil/spottracker>.



- (v) SPOT Questions. Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.
- (3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.
- (h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.
- (i) *Weapons.*
  - (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—
    - (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
    - (ii) The Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
  - (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
  - (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
    - (i) Are adequately trained to carry and use them—
      - (A) Safely;
      - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
      - (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
    - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
    - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
  - (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
  - (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment.*

- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
- (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

- (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
- (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

- (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

- (2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require Sub-Contractor personnel to perform in the USCENCOM AOR.

(End of clause)  
(END OF CLAUSES)

**INFORMATION FOR VENDOR**

If you have any additional questions or concerns, you may contact the Contracting Officer, SrA Bryce Edward Pagel, at [bryce.pagel@maab.afcent.af.mil](mailto:bryce.pagel@maab.afcent.af.mil) or via phone at 011-996-772-555-118. If not available, the current Contracting Officer will be able to assist with any issues regarding this solicitation.

**LIST OF ATTACHMENTS**

ITEM	DESCRIPTION	PAGES	DATED
1	Statement of Work	3	6 Feb 2012

**STATEMENT OF WORK (SOW)**  
**COMMERCIAL CELL PHONE SERVICES**  
**6 FEBRUARY 2012**

**SECTION 1**

**GENERAL**

- 1.1 SCOPE OF WORK. The contractor shall provide mobile to mobile non-personal local cellular telephone services for the Transit Center at Manas International Airport (TCM), Kyrgyzstan, as stipulated in this Statement of Work.
- 1.2 POINTS OF CONTACT. The contractor will provide points of contact within the company to interface with the Contracting Officer (CO) and Contracting Officer's Representative (COR) on issues concerning the services rendered under this contract. Names, business address(es) (if different), phone numbers, email addresses and normal hours of operation are the minimum information requirements. At least one point of contact or phone number must be designated for use after normal business hours, in the event of emergency requirements.

**SECTION 2**

**DEFINITIONS**

- 2.1 TECHNICAL DEFINITIONS.
- 2.1.1 Cellular Phone – A mobile telephone device which utilizes wireless digital or analog technologies enabling the user to make and receive phone calls.
- 2.1.2 Global System for Mobile communication (GSM) – Digital mobile telephone system that is widely used around the world which uses a variation of Time Division Multiple Access (TDMA).
- 2.1.3 Subscriber Identity Module (SIM) Card - a 32K or 64K smart card roughly the size of a postage stamp that securely stores the key identifying a mobile phone service subscriber, as well as subscription information, saved telephone numbers, preferences, text messages and other information.
- 2.1.4 International Roaming – Service which allows a cellular phone to travel around the world and access other service provider cell networks.
- 2.1.5 Short Message Service (SMS) – Text message sent from one cellular phone to another cellular phone. Can be sent local or international.
- 2.1.6 Multimedia Messaging Service (MMS) – Multimedia (video/audio) message sent from a cellular phone to another cellular phone. Cellular phones under this contract must not be capable of sending multimedia messages.
- 2.1.7 Voice Mail – Digital call answering service provided by the cellular phone provider that records incoming caller messages when the user is unavailable.
- 2.1.8 Call Waiting – Service which places an incoming call on hold if the user is engaged with another call and then allows the user to switch over the call waiting to be answered.

- 2.1.9 Local Cellular Phone Service – For the purpose of this SOW, local service is defined as cellular phone coverage in and around the city of Bishkek, the TCM, Manas International Airport (MIA) and the US Embassy.

## **SECTION 3**

### **GOVERNMENT FURNISHED ITEMS AND SERVICES**

- 3.1 GENERAL. The items included in this section are items that are considered more advantageous if replaced by the Government than the contractor.
- 3.1.1 Consumables – Battery, phone case and chargers will be replaced by the Government on a case by case basis.
- 3.1.2 User Care. The Government user will be responsible for operator maintenance of the cellular phone to include changing batteries as needed. Any damages to cellular phones caused by operator use will be the responsibility of the Government, and will be purchased from the contractor.

## **SECTION 4**

### **CONTRACTOR FURNISHED ITEMS AND SERVICES**

- 4.1 GENERAL. The contractor shall provide GSM mobile to mobile non-personal local and long distance cellular telephone services for the TCM, Kyrgyzstan on a reliable basis and within the minimum standards as outlined within this Statement of Work.
- 4.1.1 Commercial Cellular Telephone Service – GSM industry standard cellular network service which utilizes SIM cards for each cellular phone. Provide local cellular telephone service as outlined in this Statement of Work. Provide international cellular service coverage for phone numbers as identified in writing by the Contracting Officer.
- 4.1.2 Records and Phone Billing – Invoicing shall be in accordance with the contract. In addition, the contractor should maintain records of transactions and detailed cellular phone billing in both electronic and paper formats for the US Government and upon the CO's request, make such records available to properly designated contract representatives. These records must be provided in the English language.
- 4.1.3 New Cell Phone Packages – The Government may purchase new cellular phones as stipulated in the schedule of the contract. Each new cell phone package will consist of one cellular phone per the contract schedule, one SIM card with individual phone number, one original battery, one original battery charger, and User Manual in English. The cost of new cell phone packages shall be in accordance with the contract schedule.
- 4.1.4 Replacement/Repair – The contractor will replace/repair or fully reimburse the Government for broken, unserviceable cell phones if determined to be defective by the COR. The contractor will be notified within 72 hours of operator use in any event of a defective cellular phone.
- 4.1.5 Additional Cell Phone Capabilities – All cellular phones will be GSM/SIM Card compatible and capable of the following services: SMS, voice mail, and call waiting.
- 4.1.6 Cell Phone Reliability and Voice Quality Standards – All cellular phone's under this contract will have a call reliability rate of 95%. The voice quality level will be clear and undistorted.

These standards will be measured based on the number of user validated trouble tickets opened per month at the Communications Squadron Help Desk.

- 4.1.7 SIM Cards – Must be compatible with the Nokia 2652 model cellular phone. Additional SIM cards will be at the request of the CO or COR in writing. The initial delivery of SIM Cards after award, as well as a minimum of 25 SIM Cards per year, shall be provided free of charge.
- 4.2 DELIVERY. New or replacement cell phone packages and SIM cards shall be delivered to the installation within one work week, of the CO's or COR's request in writing. If requirements are urgent in nature, as determined by the Contracting Officer or COR, delivery must occur within 24 hours.

## SECTION 5

### CONTRACTOR PERFORMANCE OBJECTIVES

- 5.1 GENERAL – The contractor will be required to meet the Performance Objectives and Performance Thresholds as outlined in paragraph 5.1.1.

- 5.1.1. Performance Objectives:

PERFORMANCE OBJECTIVE	SOW PARAGRAPH	THRESHOLD
PO-1 Contractor meets cellular phone delivery requirements.	4.1.1. and 4.1.3.and 4.1.4.	95%
PO-2 Contractor provides cellular phone add-on services and capabilities.	4.1.5.	95%
PO-3 Contractor provides consistent cellular phone network coverage and voice call quality.	4.1.6	95%

(END STATEMENT OF WORK)