

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W45XJ38026N003		PAGE 1 OF 76			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W81XWH-09-R-0032		6. SOLICITATION ISSUE DATE 18-Aug-2009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME WILLIAM DELISE				b. TELEPHONE NUMBER (No Collect Calls) 301-619-2480		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 08 Sep 2009	
9. ISSUED BY USA MED RESEARCH ACQ ACTIVITY 820 CHANDLER ST FORT DETRICK MD 21702-5014  TEL: FAX:		CODE W81XWH		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$15 Mil NAICS: 517410		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO USA MED INFORMATION TECHNOLOGY CENTER PROCUREMENT SUPPORT BR 2710 HOWITZER ST BLDG 2372 FT SAM HOUSTON TX 78234-6008 TEL: FAX:		CODE W45XJ3		16. ADMINISTERED BY					
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE			
TEL.		FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>									
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED									
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:				

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

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT ( <i>Location</i> )
	42c. DATE REC'D ( <i>YY/MM/DD</i> )
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	LABOR BASE YEAR FFP PERIOD OF PERFORMANCE: 23 SEPTEMBER 2009 - 22 SEPTEMBER 2010	1	Lot		
	INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR VIDEO NETWORK CENTER SUPPORT AND SERVICES FOR U.S. ARMY MEDICAL INFORMATION TECHNOLOGY CENTER (USAMITC), FORT SAM HOUSTON, SAN ANTONIO, TEXAS IN ACCORDANCE WITH THE ATTACHED PERFORMANCE WORK STATEMENT AND QUALITY ASSURANCE SURVEILLANCE PLAN				
	INDIVIDUAL TASK ORDERS' COSTS WILL BE BASED ON THE FIXED PRICED LABOR RATES PROVIDED FOR IN THE COST PROPOSAL				
	LABOR CATEGORIES AND THEIR MINIMUM AND MAXIMUM ARE LISTED IN THE ATTACHMENT. PROVIDE HOURLY RATES FOR EACH LABOR CATEGORY AND ALSO THE ESTIMATED TOTAL AMOUNT. FOB: Destination PURCHASE REQUEST NUMBER: W45XJ38026N003				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		50,000.00	Dollars, U.S.		\$50,000.00

NON-LABOR BASE YEAR  
COST

PERIOD OF PERFORMANCE: 23 SEPTEMBER 2009 - 22 SEPTEMBER 2010

TRAVEL, TRAINING, AND OTHER DIRECT COSTS (ODCs) AS  
REQUIRED IN ACCORDANCE WITH THE INDIVIDUAL TASK ORDERS

TRAVEL TO BE REIMBURSED AT THE JTR RATE

FOB: Destination

PURCHASE REQUEST NUMBER: W45XJ38026N003

<b>Estimated amount provided by government and not subject to cost evaluation.</b>	MAX COST	\$50,000.00 (EST)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Lot		

EWV BASE YEAR  
FFP

EXTENDED WORK WEEK

EWV SHALL BE AT THE SAME RATES AS REGULAR HOURS AND  
MUST BE APPROVED IN ADVANCE BY THE TASK MANAGER (TM) /  
CONTRACTING OFFICER'S REPRESENTATIVE (COR)

FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0004

CONTRACTOR MANPOWER REPORTING BASE YEAR

FFP

UIC: W6A3AA

Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XJ38026N003

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	LABOR OPTION YEAR ONE FFP	1	Lot		

PERIOD OF PERFORMANCE: 23 SEPTEMBER 2009 - 22 SEPTEMBER 2010

INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT FOR VIDEO NETWORK CENTER SUPPORT AND SERVICES FOR U.S. ARMY MEDICAL INFORMATION TECHNOLOGY CENTER (USAMITC), FORT SAM HOUSTON, SAN ANTONIO, TEXAS  
IN ACCORDANCE WITH THE ATTACHED PERFORMANCE WORK STATEMENT AND QUALITY ASSURANCE SURVEILLANCE PLAN

INDIVIDUAL TASK ORDERS' COSTS WILL BE BASED ON THE FIXED PRICED LABOR RATES PROVIDED FOR IN THE COST PROPOSAL

LABOR CATEGORIES AND THEIR MINIMUM AND MAXIMUM ARE LISTED IN THE ATTACHMENT. PROVIDE HOURLY RATES FOR EACH LABOR CATEGORY AND ALSO THE ESTIMATED TOTAL AMOUNT.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XJ38026N003

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		50,000.00	Dollars, U.S.		\$50,000.00
OPTION	NON-LABOR OPTION YEAR ONE COST PERIOD OF PERFORMANCE: 23 SEPTEMBER 2010 - 22 SEPTEMBER 2011  TRAVEL, TRAINING, AND OTHER DIRECT COSTS (ODCs) AS REQUIRED IN ACCORDANCE WITH THE INDIVIDUAL TASK ORDERS TRAVEL TO BE REIMBURSED AT THE JTR RATE FOB: Destination PURCHASE REQUEST NUMBER: W45XJ38026N003				

**Estimated amount provided by government and not subject to cost evaluation.** MAX COST \$50,000.00 (EST)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		1	Lot		
OPTION	EWW OPTION YEAR ONE FFP EXTENDED WORK WEEK  EWW SHALL BE AT THE SAME RATES AS REGULAR HOURS AND MUST BE APPROVED IN ADVANCE BY THE TASK MANAGER (TM) / CONTRACTING OFFICER'S REPRESENTATIVE (COR) FOB: Destination				

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	CONTRACTOR MANPOWER REPORTING BASE YEAR FFP UIC: W6A3AA	UNDEFINED			

Contractor Manpower Reporting (CMR). Input for Contract Services information in the web site operated and maintained by the Assistant Secretary of the Army (Manpower & Reserve Affairs). See the "Contractor Manpower Reporting" clause for specific reporting information. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. The contractor shall provide evidence of compliance with the CMR requirement to the Contractor Officer's Representative, Contract Specialist, and Contracting Officer no later than 30 November of each calendar year.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XJ38026N003

MAX  
NET AMT

#### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 23-SEP-2009 TO 22-SEP-2010	See Schedule	USA MED INFORMATION TECHNOLOGY CENTER PROCUREMENT SUPPORT BR 2710 HOWITZER ST BLDG 2372 FT SAM HOUSTON TX 78234-6008 FOB: Destination	W45XJ3
0002	POP 23-SEP-2009 TO 22-SEP-2010	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
0003	POP 23-SEP-2009 TO 22-SEP-2010	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
0004	POP 23-SEP-2009 TO 22-SEP-2010	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1001	POP 23-SEP-2010 TO 22-SEP-2011	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1002	POP 10-SEP-2010 TO 22-SEP-2011	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1003	POP 23-SEP-2010 TO 22-SEP-2011	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3
1004	POP 23-SEP-2010 TO 22-SEP-2011	See Schedule	(SAME AS PREVIOUS LOCATION) FOB: Destination	W45XJ3

## **PERFORMANCE WORK STATEMENT (PWS)**

### **United States Army Medical Information Technology Center (USAMITC)**

#### **Customer Support Division**

#### **Video Network Center (VNC)**

### **1. Introduction**

At USAMITC, we design, develop, deploy, and sustain Information Management / Information Technology (IM/IT) systems. Our product management professionals and IM/IT engineers have extensive experience to cover the life cycle of IM/IT capabilities, and we research, evaluate, and integrate leading-edge technology to help our customers solve their IM/IT challenges.

#### **Background**

USAMITC has been chartered to maintain and support videoconferencing systems throughout the AMEDD and Tri-Service. This includes all Army, Navy, Air Force, Coast Guard, Veterans Administration, and public Hospitals other Medical Treatment Facilities and can include videoconferencing support, cabling support, hardware and software purchase and maintenance as well as any other service and/or support that can be provided to the various services.

#### **Video Systems Development, Deployment, and Sustainment**

Our center performs all tasks to accomplish successful video teleconferencing, scheduling conferences, performing live video call monitoring. We provide project support for the AMEDD for all aspects of video teleconferencing to include :

- Scheduling of video and audio conferences
- Project Development and Coordination
- Live conference monitoring
- Video Teleconferencing (VTC) Requirements Analysis
- Hardware engineering and installations
- Enterprise VTC network monitoring and engineering

To ensure new video capabilities are ready to be deployed, VNC provides an independent testing/assessment environment. Quality assurance services include security testing, Technical Support testing and evaluation, system pilots, and system documentation. Once deployed, USAMITC provides software support through sustainment services such as upgrades and modifications, application maintenance, and technical customer support.

### **2. Objective**

To obtain the following services and skills: Tier I support for live audio and video conferences. Scheduling and coordination of audio and video conferences. Tier I and II support for troubleshooting and designing of video conferencing systems and rooms. Tier I and II engineering, installation and operational support of the existing and planned IP Video infrastructure.

### **3. Tasks to be performed**

The main tasks the Contractor will be required to perform are as follows:

(Specific tasks will be specified in each Task Order, as well as a Quality Assurance Surveillance Plan),

#### **A. Operations Manager**

- Assist in managing in daily operations of the VNC overseeing the planning, directing, and coordinating the operations to identify work activities to be accomplished and scheduled according priorities.
- Assist in Monitoring team activity and evaluate workload.

- Assist in prepare work schedules and assign specific duties.
- Assist in planning, directing, or coordinating the operations to include the determining the most effective use of materials and human resources.
- Assist in handling correspondence and customer questions, concerns and complaints.
- Assist in directing and coordinating activities of each section concerned with Scheduling, Bridge Operations and Technical/Project Support
- Assist in directing Project Support activities in relation to development, design and implementation of supported projects.
- Assist in tracking operational funding and daily activity reports.
- Assist in conducting general management and administration services.
- Assist in establishing and implementing departmental policies, goals, objectives, and procedures, conferring with technical leads and other staff members as necessary and ensuring compliance
- Assist in performing customer service work such as greeting and assisting customers as well as in-house briefings and demonstrations of capabilities for walkthrough customers.
- Assist in coordinating, planning and directing activities with marketing and other departments as required.

#### **B. Administrative Assistant**

- Provide first line customer support for videoconferencing operations.
- Answer and direct all incoming calls to appropriate Video Network Center personnel.
- Manage and schedule MITC videoconferencing rooms determining resource availability and ensuring that Information Engineer is notified of discrepancies and room participation in multipoint videoconference.
- Ensure that MITC videoconference rooms are open and operational, daily.
- Perform as backup for the schedulers.
- Handles multipoint video and audio conferencing requests.
- Responsible for determining resource availability for accommodation of each conference that requires the tracking of multiple conference variables including MCU port availability, approximate bandwidth availability, date availability, time zone differences and other incidents as they occur.
- ARIMS (Army Records Information Management Sytem) for Division
- Assist with completing required documentation for logistics and procurement.
- Conduct audit of any submitted documentation to ensure that requirements are being met
- Assist in Coordinating maintenance schedules with vendors and/or manufacturers contracted to provide the these services.

#### **C. VNC Scheduler (Level I)**

- Provide first line customer support for video and audio teleconferencing operations.
- Processes all multipoint video and audio conferencing requests.
- Responsible for determining resource availability for accommodation of each conference.
- Tracking of multiple conference variables including MCU and audio bridge port availability.
- Manage bandwidth availability, date availability, time zone differences, and other limiting variables.
- Coordinate video conference room scheduling conflicts with multiple remote room facilitators.
- Coordinate with bridge operations for all last minute changes to scheduled conferences.
- Schedule and coordinate with other video and audio bridging operations within the Department of Defense and other government agencies.

#### **Suggested Qulifications**

- 1-3 years experience in working as a video and audio conferencing scheduling agent

#### **D. VNC Scheduler (Level II, Technical Lead)**

- Technical Lead for all operations encompassing Scheduling operations
- Provide first line customer support for video and audio teleconferencing operations.
- Processes all multipoint video and audio conferencing requests.
- Responsible for determining resource availability for accommodation of each conference.

- Tracking of multiple conference variables including MCU and audio bridge port availability.
- Manage bandwidth availability, date availability, time zone differences, and other limiting variables.
- Coordinate video conference room scheduling conflicts with multiple remote room facilitators.
- Coordinate with bridge operations for all last minute changes to scheduled conferences.
- Schedule and coordinate with other video and audio bridging operations within the Department of Defense and other government agencies.

#### **Suggested Qualifications**

- Must demonstrate considerable initiative and skill in developing and participating in a team environment
- 3-5 years direct experience as (or performing related duties of) the Technical Lead for Scheduling Operations required

#### **E. VNC Bridge Operator (Level I)**

- Provide technical expertise in videoconferencing equipment and technology to ensure successful multipoint videoconferencing across a Multipoint Conferencing Unit (MCU).
- Provide Tier I troubleshooting support for all active bridge operations.
- Monitor video and audio conferences to assure proper operation of all endpoint and transmission facilities.
- Perform video and audio requests by conference participants to add, drop, mute, or change, endpoints during active calls.
- Monitor requests of conference participants to extend conferences when requested.
- Conducts video and audio checks on all conferences during setup of conferences.
- Perform video site certifications for all video endpoints and other government video bridging centers.
- Responsible for system administration responsibilities of all enterprise VNC systems.
- Application administrator for all enterprise VNC systems
- Responsible for compliance of all IA security requirements for VNC operations.
- Responsible for coordination and troubleshooting with WAN/LAN service providers.
- Responsible for accuracy of active customer database used by VNC.

#### **Suggested Qualifications**

- 3-5 years direct work experience working in Bridge Operations required

#### **F. VNC Bridge Operator (Level II, Technical Lead)**

- Technical Lead for all operations encompassing Bridge Operations
- Provide technical expertise in videoconferencing equipment and technology to ensure successful multipoint videoconferencing across a Multipoint Conferencing Unit (MCU).
- Provide Tier I troubleshooting support for all active bridge operations.
- Monitor video and audio conferences to assure proper operation of all endpoint and transmission facilities.
- Perform video and audio requests by conference participants to add, drop, mute, or change, endpoints during active calls.
- Monitor requests of conference participants to extend conferences when requested.
- Conducts video and audio checks on all conferences during setup of conferences.
- Perform video site certifications for all video endpoints and other government video bridging centers.
- Responsible for system administration responsibilities of all enterprise VNC systems.
- Application administrator for all enterprise VNC systems
- Responsible for compliance of all IA security requirements for VNC operations.
- Responsible for coordination and troubleshooting with WAN/LAN service providers.
- Responsible for accuracy of active customer database used by VNC.

#### **Suggested Qualifications**

- 3-5 years direct experience as (or performing related duties of) the Technical Lead for Bridge Operations required

**G. VNC Technical Support Technician (Level I)**

- Performs Tier I & II customer support functions to include installation, maintenance, design and troubleshooting for all types of videoconferencing equipment.
- Load and configure videoconferencing software applications either onsite or by remotely directing the customer.
- Integrate complex videoconference equipment with peripherals and other video and audio devices.
- Perform preventive maintenance on video and audio hardware.
- Responsible for determining the impact of new software updates on existing hardware and overall network operation. Conducts extensive testing of software releases.
- Troubleshoots network anomalies, conducts test and evaluations to ensure optimum network operation.
- Performs site surveys in support of customer's acquisition of new videoconferencing equipment and/or room design features.
- Engineer hardware and software solutions in support of customer's acquisition of new videoconferencing equipment and/or room design features
- Conducts remote and onsite videoconferencing training for room facilitators, conference participants and equipment users.
- Responsible for Tier II and III troubleshooting with WAN/LAN service providers.

**Suggested Qualifications**

- 3-5 years experience in working Technical and Project support for videoconferencing

**H. VNC Technical Support Technician (Level II, Technical Lead)**

- Technical Lead for all operations encompassing Technical and Project Support
- Performs Tier I & II customer support functions to include installation, maintenance, design and troubleshooting for all types of videoconferencing equipment.
- Load and configure videoconferencing software applications either onsite or by remotely directing the customer.
- Integrate complex videoconference equipment with peripherals and other video and audio devices.
- Perform preventive maintenance on video and audio hardware.
- Responsible for determining the impact of new software updates on existing hardware and overall network operation. Conducts extensive testing of software releases.
- Troubleshoots network anomalies, conducts test and evaluations to ensure optimum network operation.
- Performs site surveys in support of customer's acquisition of new videoconferencing equipment and/or room design features.
- Engineer hardware and software solutions in support of customer's acquisition of new videoconferencing equipment and/or room design features
- Conducts remote and onsite videoconferencing training for room facilitators, conference participants and equipment users.
- Responsible for Tier II and III troubleshooting with WAN/LAN service providers.

**Suggested Qualifications**

- 3-5 years direct experience as (or performing related duties of) the Technical Lead for Technical and Project Support required

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**I. VNC IP Video Network Engineer (Level I)**

- Responsible for the designing, planning, managing and implementation of IP Video LAN installations in Medical Treatment Facilities (MTF)
- Provide Network infrastructure support for IP Video.
- Troubleshoots network anomalies, conducts test and evaluations to ensure optimum network operation.
- Performs site surveys in support of customer's new videoconferencing equipment and/or systems.
- Responsible for integration of new hardware securely into existing MTF networks, including LAN, WAN, VPN, VLANs, and other hardware and software configured networks in compliance with network security

requirements of the AMEDD.

- Responsible for troubleshooting, maintaining, and understanding the technical areas of WAN and LAN, communications and infrastructure equipment, such as intrusion detection systems, firewalls, proxies, broader controllers, gateways, gatekeepers, VPNs and other networking hardware.
- Performs Tier I & II customer support functions to include installation, maintenance, design and troubleshooting for all types of videoconferencing equipment.
- Load and configure videoconferencing software applications either onsite or by remotely directing the customer.
- Integrate complex videoconference equipment with peripherals and other video and audio devices.
- Perform preventive maintenance on video and audio hardware.
- Conducts extensive testing of software releases to determining the impact of new software updates on existing hardware and overall network operation.
- Performs site surveys in support of customer's acquisition of new videoconferencing equipment and/or room design features.
- Engineer hardware and software solutions in support of customer's acquisition of new videoconferencing equipment and/or room design features
- Conducts remote and onsite videoconferencing training for room facilitators, conference participants and equipment users.
- Responsible for Tier II and III troubleshooting with WAN/LAN service providers.

#### **Suggested Qualifications**

- 3-5 years direct experience as an IP Video Network Engineer and associated disciplines required

#### **J. VNC IP Video Network Engineer (Level II)**

- Assist in the designing, planning, managing and implementation of IP Video LAN installations in Medical Treatment Facilities (MTF)
- Provide Network infrastructure support for IP Video.
- Troubleshoots network anomalies, conducts test and evaluations to ensure optimum network operation.
- Performs site surveys in support of customer's new videoconferencing equipment and/or systems.
- Performs integration of new hardware securely into existing MTF networks, including LAN, WAN, VPN, VLANs, and other hardware and software configured networks in compliance with network security requirements of the AMEDD and DoD.
- Performs troubleshooting, maintaining, and understanding the technical areas of WAN and LAN, communications and infrastructure equipment, such as intrusion detection systems, firewalls, proxies, broader controllers, gateways, gatekeepers, VPNs and other IPV networking hardware.
- Performs Tier I & II customer support functions to include installation, maintenance, design and troubleshooting for all types of videoconferencing equipment.
- Load and configure videoconferencing software applications either onsite or by remotely directing the customer.
- Integrate complex videoconference equipment with peripherals and other video and audio devices.
- Perform preventive maintenance on video and audio hardware.
- Conducts extensive testing of software releases, determining the impact of new software updates on existing hardware and overall network operation.
- Performs site surveys in support of customer's acquisition of new videoconferencing equipment and/or room design features.
- Engineer hardware and software solutions in support of customer's acquisition of new videoconferencing equipment and/or room design features
- Conducts remote and onsite videoconferencing training for room facilitators, conference participants and equipment users.
- Responsible for Tier II and III troubleshooting with WAN/LAN service providers.

#### **Suggested Qualifications**

- 5-7 years direct experience as an IP Video Network Engineer and associated disciplines required

**K. VNC Wide Area Network Engineer (Level III)**

- Provide Network infrastructure support for IP Video.
- Troubleshoots network anomalies, conducts test and evaluations to ensure optimum network operation.
- Provides network traffic status and suggested network changes to support enterprise video traffic load.
- Coordinates directly with DVS, DISA, DSN, and other WAN providers to trouble shoot and restore circuits and systems.
- Performs all circuit activation processes with TIMPO, DISA, commercial ISPs and telephone providers and other agencies
- Performs integration of new hardware into existing MTF networks, including LAN, WAN, VPN, VLANs, and other hardware and software configured networks in compliance with network security requirements of the AMEDD.
- Performs troubleshooting, maintaining, and understanding the technical areas of the WAN, communications and infrastructure equipment, such as circuits, firewalls, gateways, VPNs and other networking hardware.
- Performs Tier III customer support functions to include installation, maintenance, design and troubleshooting for all types of videoconferencing equipment.
- Load and configure videoconferencing software applications either onsite or by remotely directing the customer.
- Perform preventive maintenance on WAN hardware.
- Conducts extensive testing of software releases determining the impact of new software updates on existing hardware and overall network operation. Performs site surveys in support of customer's acquisition of new videoconferencing equipment and/or room design features.
- Engineer hardware and software solutions in support of customer's acquisition of new videoconferencing equipment and/or room design features
- Conducts remote and onsite videoconferencing training for room facilitators, conference participants and equipment users.
- Responsible for Tier III troubleshooting with WAN/LAN service providers.

**Suggested Qualifications**

- 5-7 years direct experience as an Wide Area Network Engineer and associated disciplines required

**L. Database Programmer/Metrics**

- Assist to, designs, implements and maintains current Microsoft SQL and Paradox databases
- Assist with design, creation, and maintenance of computerized databases.
- Assist with the quality control and auditing of databases to ensure accurate and appropriate use of data.
- Assists management to develop database strategies to support organization requirements.
- Consults with and advises users on access to various databases.
- Works directly with users to resolve data conflicts and inappropriate data usage.
- Assist with maintenance of database dictionaries, overall monitoring of standards and procedures, and integration of systems through database design.
- Enters and maintains data dictionary information, data keyword lists, and dictionary forms.
- Reviews all information to be entered into the dictionary to assure adherence to standards and to ensure that all requirements are met.
- Maintains current library of each processing system's information recorded in the dictionary.

**Suggested Qualifications**

- Must have an in depth knowledge of Crystal Reports design and development to create customized metric reports using existing databases.
- Must be able to troubleshoot existing reporting issues.
- Demonstrate competence to work at levels of database management.

**M. Technical Writer**

- Assist in preparing and/or maintaining systems, programming, and operational documentation, procedures, and methods including user manuals and reference manuals.
- Maintains a current internal documentation library.
- Provides or coordinates special documentation services as required.
- Ensures that documents follow the style laid out in the organization's style guide.
- Assists in maintaining the style guide.
- Suggests revisions to the style guide as appropriate.
- Maintain all standards for formatting and report writing as defined by all U.S.Army and Department of Defense (DoD) policies and procedures.

**N. Videoconferencing Facilitator (On and Off-site)**

- Evaluate customer’s video and audio conferencing needs and expectations in order to coordinate scheduling effort.
- Acts as the central contact person who is responsible for scheduling and organizing point to point and multipoint audio and videoconferences conferences.
- Ensures that the videoconference rooms are reserved at each participating site (factor in time for equipment setup, testing, and takedown if needed)
- Ensure that remote site facilitators are aware of Customer expectations of them before, during and after the videoconference to include any special equipment or room configuration need.
- Conduct periodic test calls.
- Prepare agenda with program date and time to all participants.
- Provide an overview of the videoconferencing mode selected for the meeting.
- Provide an overview of the microphone mode selected for the meeting and instruct participants on interaction using the microphones.
- Track and manage utilization of video conferencing rooms.
- Conduct support for videoconferencing equipment and peripheral devices.
- Contact local or enterprise videoconferencing technical support staff should technical issues arise.
- Assist technical point of contacts if necessary.
- Report any equipment issues to maintenance provider/s when necessary.

**4. PlanView.**

Contract personnel shall utilize PlanView. The Government will furnish licenses and training. Contract personnel may perform one or all of the following tasks: collect time, input time and close work. The Government will schedule an initial meeting with contractor personnel to discuss the roles of contract personnel, and the goals and objectives of this requirement.

**5. Personnel Requirements**

The historical level of effort for this statement of work is outlined below and based on 1920 hours per year for each category:

<b>Labor Category</b>	<b>Minimum</b>	<b>Maximun</b>
Operations Manager	0	1
Administrative Assistant	1	1
Scheduler (Level I)	4	22
Scheduler (Level II)	0	8
Bridge Operator (Level I)	2	10
Bridge Operator (Level II)	0	3
Technical Support Technician (Level I)	1	10
Technical Support Technician (Level II)	0	3
IP Video Network Engineer (Level I)	0	5

IP Video Network Engineer (Level II)	0	5
Wide Area Network Engineer (Level III)	0	2
Database Programmer/Metrics	0	1
Technical Writer	0	1
Videoconferencing Facilitator	0	8

**6. Duty Location**

The contractor’s personnel will primarily be required to support USAMITC in Bldg 3272 Howitzer Street, Fort Sam Houston, Texas 78234-5087.

The duty location will be specified in each task order.

**7. Period of Performance.**

Performance of this PWS will commence on contract award for 12 months, plus 2 options years.

**8. Hours of Operation.**

Work will normally be performed during regular duty hours, Monday-Friday, excluding federal holidays, eight hours per day during the period 0500 to 1700 with one hour for lunch. During the period of performance of this contract the VNC mission maybe expanded to cover a global video mission. The hours of operation maybe expanded up to 24 hour coverage of the mission. A tour of duty shall be established with the Task Manager (TM) and the Contracting Officer Representative (COR) upon contract award. Total hours worked shall not exceed the number of hours ordered in the schedule. Subject to prior approval, variation in work schedule is acceptable when the total contract hours are not exceeded and no obligation is incurred requiring contractor personnel to be paid overtime. If overtime is required, it will be worked ONLY with approval from the TM or COR.

**9. Extended Work Week (EWW):**

If required, contractor must provide contract staff if the EWW is necessary. A EWW may be required if contractor is requested to man the Videoconferencing Center outside the normal scheduled duty hours. The videoconferencing staff consists of schedulers, bridge technicians and support technicians.

**10. Delivery Schedule.**

The following table contains contract.

<b>Deliverable</b>	<b>Due Date</b>
Invoice to include, personnel labor hours, and current and cumulative expenditures.	NLT the 15 <sup>th</sup> of the following month.

**11. Invoicing**

The contractor shall submit invoicing through Wide Area Work Flow (WAWF) and forward an information copy to the COR containing invoice accumulated data. Charges will be based on labor for the preceding month NLT fifteen (15) work days into the following month. Billing will be monthly in arrears and will include the Total Hours Worked (separating regular and overtime hours); and the Total Loaded Labor Rate for Each Reporting Period. The Invoice will also include the total number of hours used by each labor category; a cumulative total for each labor category; a total for all labor categories and a cumulative total for all labor categories. The Task Manager shall verify that the hours are correct while utilizing Government records to verify the hours worked. ODC charges will be listed on the monthly invoice as a separate charge. Backup documentation must be submitted with the copy of the invoice to the COR as well as with the original invoice.

## **12. Security**

Contractor personnel must be able to obtain a Satisfactory NAC/LC, ADP Level II access. There is no requirement for or access to classified material.

### **a.. The Common Access Card (CAC).**

The CAC will be issued to eligible DoD contractor personnel. Assistance in obtaining the CAC will be provided by the COR.

### **b. Security Environment.**

Contract personnel will be working in a restricted, secured environment and shall be responsible for compliance with Army Physical Security Program AR 190-13. This regulation is located in the USAMITC Security Office

### **c. Security In-Briefing.**

Prior to reporting to the work site, contractor personnel shall report to the USAMITC Security Office for issuance of a government badge and security briefing. Contract personnel shall be required to undergo a National Agency Check (NAC) security investigation. If derogatory information is reported, the Commander will determine whether it is in the interests of national security to continue the contractor's status. If contract employee is replaced by another contract employee at no fault/request of the Government, the contractor shall be responsible for costs of replacement employee's NAC investigation.

### **d. Security Badges.**

Personnel shall wear an identifying badge issued by the Government at the site. The badge shall be worn on outer clothing between the neck and waist on the front part of the body and be visible at all times.

## **13.0 OTHER TERMS, CONDITIONS, AND PROVISIONS**

### **13.1 Agreements**

#### **13.1.1 Authorized Use Policy Agreement**

The Contractor shall ensure that the Authorized Use Policy (AUP) Agreement (Appendix A) is signed by all staff assigned to, including all subcontractors and consultants, or performing on this Task order and adhere to the terms of that AUP. Assignment of staff who has not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

#### **13.1.2 Privileged Access Agreement**

The Contractor shall ensure that the Privileged Access Agreement (PAA) (Appendix B) is signed by all staff with privileged access to information systems that are assigned to, including all subcontractors and consultants, or performing on this Task order and adhere to the terms of that privileged access statement, protecting the information and information systems of the Government. Assignment of staff who has not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

#### **13.1.3 Certificate of Non Disclosure**

The Contractor shall ensure that the Certificate of Non-Disclosure (Appendix C) is signed by all staff assigned to, including all subcontractors and consultants, or performing on this Task order and adhere to the terms of that non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other contractors. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor.

## **13.2 Information Assurance**

### **13.2.1 General Security Requirements**

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data, to ensure the confidentiality, integrity, and availability of government data. As a minimum, this shall include provisions for personnel security, electronic security and physical security as listed in the sections that follow:

#### **13.2.1.1 Personnel Security**

- a. The contractor shall comply with DoD Directive 8500.1, "Information Assurance (IA)," DoD Instruction 8500.2, "Information Assurance (IA) Implementation," DoD Directive 5400.11, "DoD Privacy Program," DoD 6025.18-R, "DoD Health Information Privacy Regulation," and DoD 5200.2-R, "Personnel Security Program Requirements."
- b. Contractor responsibilities for ensuring personnel security include meeting the following requirements:
  - Follow the USAMITC Security Office guidelines for submittal of Information Technology (IT) background investigations and security clearances and ensure all contractor personnel are designated as IT-I, IT-II, or IT-III where their duties meet the criteria of the position sensitivity designations. Contact the USAMITC IA Office for guidance on the appropriate IT levels for personnel on the contract.
  - Initiate, maintain, and document personnel security investigations appropriate to the individual's responsibilities and required access to Sensitive Information (SI).
  - Immediately report to the USAMITC Security Office and deny access to any automated IS (AIS), network, or SI information if a contractor employee filling a sensitive position receives an unfavorable adjudication, if information that would result in an unfavorable adjudication becomes available, or if directed to do so by the appropriate government representative for security reasons.
  - Ensure that all contractor personnel receive information assurance (IA) training before being granted access to ISs, networks, and/or SI information.

#### **13.2.1.2 Security and Privacy.** The Contractor shall –

- a. Provide physical security for all material, equipment, data, and information handled during contract performance, in accordance with AR 190-13, The Army Physical Security Program, AR 190-51, Security of Unclassified Army Property (Sensitive and Nonsensitive), and command policies, procedures, and regulations.
- b. Obtain background investigations for all personnel assigned to this contract. Each task order will specify appropriate IT levels and security clearance requirements, in accordance with the provided DD Form 254, for the tasks performed. Work performance that requires access to classified communications security (COMSEC) information will require a final security clearance at the requisite level. The required security clearances and SCI access indoctrination, as specified, shall be in force or submitted with no issues that would prevent the issuance of an interim clearance for all assigned personnel at task order start date. Individuals who have been barred or were previously barred from the installation pursuant to Title 18 U.S.C. Section 1382 shall not be allowed to enter or work on the installation.
  - The Contractor shall be required to gain access to the USAMITC network for performance of this task and shall follow all guidelines and policies established for the use of this network. As such, contractor personnel shall undergo appropriate background investigation and security awareness training. The Contractor shall be prepared for this process to take at least two (2) weeks, if not longer. The Contractor shall submit the appropriate forms for background investigation commiserate to the IT-level and/or security clearance identified in the task order to the Office of Personnel Management and obtain receipt confirmation.

- Contractors must notify the USAMITC Security Office when the Contractor's security officer has submitted the SF85P user form to OPM for new employees. Upon termination of a contractor employee from the USAMITC Contract, contracting companies must notify the USAMITC Security Office and OPM of the action, including the termination date.
- Contractor must obtain a DoD Common Access Card (CAC) prior to receiving access to the USAMITC Network. Contractor shall contact the USAMITC Security Office for guidance on obtaining a DoD CAC at (210) 295-3331. Upon termination of the period of performance, all Government issued access cards will be turned in to the COR.

**13.2.1.3 Access to Protected Information.** If, during the performance of this procurement, Contractor personnel obtain access, by any means, to protected information, including trade secrets or proprietary information of other contractors, Government source selection information, HIPAA, Privacy Act information, or any other information with distribution limited by the Government, Contractor personnel shall in no way divulge any such information except as it relates to the performance of this procurement within USAMITC itself, or shall not otherwise use or disclose this information for their personal gain, the gain of their employer, or the gain of anyone else. Contractor personnel shall notify the Contracting Officer, their Task Manager, or the Contracting Officer Representative of any potential organizational conflict of interest created by any such access. A nondisclosure agreement, however, will not overcome an Organizational Conflict of Interest (OCI) as defined in FAR part 9.5. Moreover, compliance with the Trade Secrets Act requires the consent of the owner of the proprietary information before another non-federal entity may be allowed access to such information. Accordingly, all Government Contractors are required to mark their proprietary information; any time the Contractor is given access to such marked information, it is incumbent upon the Contractor to inform the Contracting Officer of the access. Contractor personnel ordinarily will be required to sign a nondisclosure agreement before starting work under the contract. Failure to comply with this clause shall be deemed adequate cause for the removal of a Contractor employee from employment with the Contractor. The Contractor's employment contracts with its employees shall include a provision to provide for their removal under these conditions.

#### **13.2.1.4 Health Insurance Portability and Accountability Act (HIPAA)**

The contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) requirements, specifically the administrative simplification provisions of the law and the associated rules and regulations published by the Secretary, Health and Human Services (HHS) and the published MEDCOM implementation directions. This includes the Standards for Electronic Transactions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards. It is expected that the contractor shall comply with all HIPAA-related rules and regulations as they are published and as USAMITC requirements are defined (including identifiers for providers, employers, health plans, and individuals, and standards for claims attachment transactions).

#### **13.2.1.5 Dissemination of Information/Publishing**

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the USAMITC TM or the Contracting Officer. USAMITC approval for publication will require provisions which protect the intellectual property and patent rights of both USAMITC and the Contractor.

### **13.3 Training & Certification.**

#### **13.3.1** The Contractor shall –

- a. Provide required initial, supplemental, refresher, upgrade, and proficiency training for its personnel to maintain pace with technological advances. This training shall be at no additional cost to the Government.

- b.** Provide a minimum of eight hours of formal introductory ITIL training to its personnel within 90 days of assignment to USAMITC task orders. The instructor shall be certified in ITIL Foundations and use a course syllabus approved by the ITIL technical point of contact (TPOC) and COR.
- c.** Maintain a record of required training and IT certifications for its personnel and make them available for review upon COR or TM request .
- d.** Contractor personnel shall be appropriately certified prior to being engaged. At a minimum, contractor personnel must meet required DoD Approved Baseline Certifications as described in the DoD 8570.01-M, "Information Assurance Workforce Improvement Program", and Army BBP 05-PR-M-0002, "Information Assurance (IA) Training and Certification v2.0", Table 1, for the IA Workforce level and category so designated in this PWS or on a task order.
- e.** In addition to the DoD Baseline IA certification requirement for their level, IAT level individuals (IAT-I/II/III) must also be certified in their computing environment (CE). IATs with privileged access **MUST OBTAIN APPROPRIATE COMPUTING ENVIRONMENT (CE) CERTIFICATIONS** for the components, devices and/or operating system(s) they support as required by USAMITC. The specific CE certification will be provided within this PWS and/or the task order (**See APPENDIX D**).

**13.3.2** The Government will fund additional training at its discretion to meet task order requirements involving new or unique applications, tools, or processes.

**13.3.3** Contractor personnel who perform systems administrator/network manager functions under this contract shall complete environment specific requisite training per DoD, Army and MEDCOM regulations and directives within six months of appointment. The Government-sponsored Systems Administrator/Network Manager (SA/NM) Security Course is available at Fort Huachuca, Arizona; Fort Gordon, Georgia; and accredited mirror training sites. Course substitution requires prior Army Chief Information Officer/G-6 approval. The Contractor shall submit any requests for course substitution to the COR.

## **14. Government Furnished**

### **14.1 Facilities, Supplies, and Services.**

The Government will provide workspace, working supplies, furniture, desktop computers, and access to business telephones (for business purposes only) and other equipment as needed to perform the tasks specified in this PWS. The government will provide any Government regulations and technical manuals needed.

### **14.2 Equipment.**

Contractor personnel shall be responsible for all equipment issued to them and shall prudently maintain and guard equipment in accordance with proper office procedures. Government equipment may only be used in the performance of the tasks specified in this PWS. Equipment shall not leave the building without prior approval of the TM and issue of a DA Form 2062 from the hand receipt manager. Contractor personnel shall not modify or load software on computer equipment without prior approval by the Government.

## **15. Travel.**

**15.1** The Contractor shall provide support at CONUS and OCONUS locations to meet mission requirements. The TM with coordination with the COR will pre-approve all reimbursable travel. The Contractor shall obtain all necessary travel documentation to execute travel as required. The Contractor shall provide passports and visas for OCONUS travel for identified personnel. The Contractor shall ensure all Contractor employees comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based on the need to ensure mission accomplishment, force protection, and safety. The Contractor shall adhere to the following additional requirements when traveling to OCONUS locations:

### 15.2 Travel to Germany.

All persons who stay in Germany for more than 90 consecutive days are required to obtain a residence permit. US citizens in possession of a valid US passport do not need a visa for airport transit, tourist or business trips for stays up to 90 days. If you intend to stay longer than 90 days, you are required to register at the local Standesamt – Einwohnermeldeamt (Registration Office) within one week of arrival. Citizens of the United States of America may apply for their residence permit after entering Germany without a visa. Alternatively they can apply for a residence permit prior to entry at the German Embassy in Washington or at a German Consulate (currently located in Atlanta, Boston, Chicago, Houston, Los Angeles, Miami, New York or San Francisco). Inquiries may be made at the German Embassy at <http://www.germany-info.org> . See also Army in Europe Regulation 190-16 and USAREUR 715-2.

### 15.3 SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. -  
REPUBLIC OF KOREA (ROK)

Invited contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Regulation 700-19.

- a. Invited contractor or TR status under the SOFA is subject to the written approval of Army Chief of Staff (ACofS), Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.
- b. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Regulation 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- c. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Regulation 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.
- d. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.
- e. The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.
- f. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- g. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Regulation 700-19.

**h.** Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

**i.** Invited contractor and technical representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices illegal in the ROK or are violating USFK regulations.

**j.** It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in USFK Regulation 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

## **16. Contractor Management, Control and Supervision.**

### **16.1 Conduct of Personnel.**

The COR, with the approval of the Contracting Officer, may require the contractor to remove from the job site any employee working under this contract for reasons of misconduct or security, or found or suspected to be under the influence of alcohol, drugs, or other incapacitating agents. Contract employees will be subject to dismissal from the premises upon determination by the COR and the Contracting Officer that such action is in the best interests of the Government.

### **16.2 Prohibited Employees.**

The contractor shall not employ any military or civilian employee of the U.S. Government, even in that person's off-duty status, if the employment of that person would be in violation of the Standards of Conduct defined in AR 600-50 or DoD Directive 5500.7, nor shall the contractor employ any such person unless such person seeks and receives approval in accordance with applicable department regulations. The contractor shall not employ any relative of Government military or civilian personnel who has either direct or indirect association with the awarding or administration of this contract. The contractor shall provide the COR with a list of personnel assigned to this contract and their resumes. This requirement shall be updated upon release/replacement of personnel.

### **16.3 Contractor Behavior in the Workplace.**

- Contract employees shall not make final decisions nor approve their own recommendations or the recommendations of other contractors.
- Contract employees shall select and offer personnel who meet the qualifications necessary to perform the tasks in the PWS. Government personnel may review resumes for the purpose of evaluating qualifications. Contractors will be disqualified if their employees participate in the preparation of a PWS or otherwise participate in the development of the requirement. This includes exposure to procurement sensitive information not specifically related to assigned tasks and/or responsibilities as stated in the PWS.

- Contract employees shall identify themselves as contract employees at meetings, in conferences, on the telephone and in electronic mail.
- Contract employees shall not task or supervise government employees nor shall they task or supervise other Contract employees unless specifically required by the PWS. This includes accepting assignments from other contractors or government employees without the approval of a Contracting Officer.
- Contractor personnel shall not represent the Government in discussions or meetings unless approved by the TM, COR, or Contracting Officer.

#### **16.4 Identification of Contractor Personnel.**

Contractor personnel must clearly identify themselves as a contractor employee. The name of their company must be part of their email address, all correspondence and all identification badges, desk plates, etc. Additionally, contractor personnel are required to identify themselves as contractor personnel when attending meetings, answering Government telephones, or working in situations where their status as contractor employees may not be obvious.

#### **16.5 Safeguarding Proprietary/Procurement Sensitive Information.**

The contractor will not be required to review classified material; however, some material may be considered "Proprietary" or "Procurement Sensitive" in nature and shall be treated accordingly.

- "Proprietary information" is all information, whether disclosed orally, in writings, by drawings, or otherwise, relating to the work to be performed under this contract, whether proprietary to the Government or one of its collaborating partners. Proprietary information includes, but is not limited to, financial information, contract information, properties, formulae, structures, manufacturing processes, and test results. Information ceases to be proprietary when it is generally available to the public or is available from sources other than the Army. All information submitted to the contractor under this contract will be presumed to be Army proprietary.
- Contractor shall safeguard proprietary information both during and after the term of this contract, and shall not appropriate, disclose, or make unauthorized use of proprietary information received under this contract. These requirements include, but are not limited to, the following:
  1. Maintenance of a high degree of physical security over proprietary information at all times;
  2. Discussion of proprietary information only among contractor's employees whose duties and responsibilities require knowledge of that information; and,
  3. Elimination of proprietary information in open publications by the contractor and its personnel.
- Contractor personnel who receive proprietary information shall execute the statement in paragraph d below when this contract becomes effective or when first employed. All statements executed pursuant to this paragraph shall be forwarded to the U.S. Army Medical Research Acquisition Activity when this contract terminates, when the employment ends, or upon request of the Contracting Officer.
  - The following statement shall be executed pursuant to above:

I hereby acknowledge that I have been informed that my duties may require that I have access to proprietary information. I understand this proprietary information which I will receive includes, but is

not limited to, financial information, contract information, properties, formulae, structures, protocols, manufacturing processes, and test results.

I agree that I will neither appropriate nor disclose nor make unauthorized use of proprietary information both during and after my employment. I further agree that I will neither include nor draw upon proprietary information received under this contract in open publication. This agreement is executed with the intention that collaborating partners of the United States Government who have submitted information to the Government under non-disclosure obligations shall be third party beneficiary hereunder, and shall have the right to enforce the obligations undertaken herein.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

- Contractor shall insert the substance of paragraphs above in each subcontract hereunder. Compliance with the provisions of this clause shall be the responsibility of the contractor.

All data, products, and outputs received, processed, evaluated, loaded, produced, and/or created as a result of this delivery order shall be and remain the sole property of the Government unless specific exception is granted in writing by the Contracting Officer. Performance may require the contractor to access data and information proprietary to a Government agency, another government contractor, or of such nature that its dissemination or use other than as specified on this SOW would be adverse to the interests of the government and/or others. Neither the contractor, nor contract personnel, shall divulge nor release data or information developed or obtained under performance of this SOW, except to authorized government personnel or upon written approval of the Project Director (PD) and/or Contracting Officer (KO). The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as specified in this SOW. Information identified by the Government staff as sensitive information (Exemption 2 through 9 DoD Privacy Act program: DoD 5400.7-R) shall be handled and processed as For Official Use Only. Information identified as medical quality assurance information (DoD 6040.37) shall be processed as For Official Use Only. Contractor shall comply with RMO Memorandum, "Acquisition Documentation Security Markings", February 15, 1994.

## **17. Accident/Injury and Incident Reports.**

### **17.1 Safety and Accident Prevention.**

Contractor shall conform to the specific safety rules prescribed in AR 385-55 and Army Safety Program in AR 385-10, as applicable. Contractor shall take all reasonable steps and precautions to prevent accidents and preserve the life and health of personnel. Violation of such rules and requirements may be grounds for termination of this contract.

### **17.2 Security and Fire Prevention Statement.**

Contractor shall ensure personnel comply with Army Physical Security Program AR 190-13 and Army Fire Protection and Fire Prevention Program AR 420-90. These regulations can be reviewed at the Fort Sam Houston Fire Prevention and Inspection Branch, Fort Sam Houston, TX. Security regulations are located at the Office of the Provost Marshall, Fort Sam Houston, TX.

## **18. Project Management.**

Management of the project will be as follows:

**Contracting Officer's Representative: TBD**

**Task Manager (TM): TBD**

**APPENDIX A: ACCEPTABLE USE POLICY AGREEMENT**

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ACCEPTABLE USE POLICY  
& ACKNOWLEDGEMENT OF RESPONSIBILITIES  
(Reference Army Regulation 25-2, Appendix B)

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**1. Understanding.** I understand that I have the primary responsibility to safeguard the information contained in the United States Army Medical Information Technology Center (USAMITC) network from unauthorized or inadvertent modification, disclosure, destruction, denial of service, and use.

**2. Access.** Access to this/these network(s) is for official use and authorized purposes, and as set forth in DOD 5500.7-R (Joint Ethics Regulation), or as further limited by this policy.

**3. Revocability.** Access to US Army resources is a revocable privilege and is subject to content monitoring and security testing.

**4. Unclassified information processing.** The USAMITC network is the primary unclassified information system for USAMITC.

b. Is a US-only system.

c. Provides unclassified communication to external DOD and other US Government organizations. Primarily, this is done via electronic mail and Internet networking protocols such as *http, ftp, telnet, et al.*

d. Is approved to process UNCLASSIFIED, SENSITIVE information in accordance with DODD 8500.1 (Information Assurance), DODI 8500.2 (Information Assurance Implementation), and AR 25-2 (Information Assurance).

e. And the Internet, as viewed by USAMITC, are synonymous. Email and attachments are vulnerable to interception as they traverse the NIPRNET and Internet.

**5. Minimum security.**

a. Personnel are not permitted access to the USAMITC network unless in complete compliance with the USAMITC personnel security requirement for operating in an Unclassified Sensitive, system-high environment.

b. I have completed "Computer Security Training for Users" and understand the policies presented during that training. I will participate in all training programs as required (i.e., inclusive of threat identification, physical security, acceptable use policies, malicious content and logic identification, and non-standard threats such as social engineering) before receiving system access.

c. I will generate, store, and protect passwords. Passwords will consist of at least 10 characters with two each of uppercase and lowercase letters, numbers, and special characters. I am the only authorized user of this account. I will not use my user ID, common names, birthdays, phone numbers, military acronyms, call signs, or dictionary words as passwords.

d. I will use only authorized hardware and software. I will not install nor use any personally owned hardware, software, shareware, or public domain software.

e. I will use virus-checking procedures before uploading or accessing information from any system, diskette, attachment, or compact disk.

- f. I will not attempt to access or process data exceeding the authorized information system classification level.
- g. I will not alter, change, configure, nor use operating systems or programs, except as specifically authorized.
- h. I will not introduce executable code such as, but not limited to, .exe, .com, .vbs, .bat files without authorization, nor will I write malicious code.
  - i. I will safeguard and mark with the appropriate classification level all information created, copied, stored, or disseminated from the information system and I will not disseminate it to anyone without a specific need to know.
  - j. I will not utilize US Army or DOD information systems for commercial financial gain or illegal activities.
  - k. Maintenance will be performed by the System Administrator only.
  - l. I will use screen locks and log off the workstation when departing the area.
  - m. I will immediately report any suspicious output, files, shortcuts, or system problems to the USAMITC Information Assurance Office and I will cease all activities on the system.
  - n. I will address any questions regarding policy, responsibilities, and duties to the USAMITC Information Assurance Office.
  - o. I understand that--
    - (1) Each information system is the property of the US Army and is provided to me for official and authorized use.
    - (2) Each information system is subject to monitoring for security purposes, and ensures that use is authorized.
    - (3) I do not have a recognized expectation of privacy in official data on the information system and may have only a limited expectation of privacy in personal data on the information system.
    - (4) I should not store data on the information system that I do not want others to see.
    - (5) Monitoring of the USAMITC network will be conducted for various purposes and information captured during monitoring may be used for administrative or disciplinary actions, or for criminal prosecution.
  - p. I understand that in addition to the activities outlined in Army Regulation 25-2, the following activities define unacceptable use of an US Army information system:
    - (1) It is not acceptable to use USAMITC networking services, resources, or facilities for any purposes that violate existing state or federal laws, regulations, policies, or procedures.
    - (2) Data and files on the Internet must be considered copyrighted material and may not be distributed, copied, or published in any form without the written permission of the originator, except as detailed in 17 USC 107 (Copyrights). Material does not need to have a copyright on it to be protected under US Copyright Law.
    - (3) Neither "Spyware" detection, nor "Pop-Up Stopper" software--while the intended protection provided has merit--is authorized for installation on USAMITC computers.

(4) Users may not visit illegal or pornographic sites, nor distribute illegal or pornographic material. Sexually related, derogatory, or racially intolerant websites and material are also forbidden.

(5) Users may not visit any Internet "chat room" which is not sponsored by USAMITC, the US Army, or the DOD.

(6) Users may not post to any Internet "bulletin board" which is not sponsored by USAMITC, the US Army, or the DOD.

(7) Users may not install, utilize, or participate in any "Instant Messaging" application that is not sponsored by USAMITC, the US Army, or the DOD.

(8) Users may not use USAMITC's access to the Internet for personal entertainment or financial gain. This behavior includes, but is not limited to, the use of the Internet to--

- (a) Access non-government email accounts.
- (b) Conduct online stock trading, account realignment or internet auction activities.
- (c) Buy, shop, or trade personal goods or services.
- (d) Use the US Army email address as a means to enter contest or sweepstakes drawings.
- (e) Propagate jokes or chain letters through USAMITC email.

(9) Use of the Internet for soliciting money or for advocating a religious or political cause is strictly forbidden.

(10) Users cannot misrepresent themselves or USAMITC.

(11) The use of abusive, vulgar, or objectionable language on the Internet is unacceptable. Additionally, using the Internet for the intentional harassment or harm of an individual or organization is prohibited.

(12) Activities that compromise network security are strictly forbidden, including the disclosure of system IDs, IP addresses, passwords, or any information that could allow the circumnavigation of USAMITC's security features. This includes, but is not limited to, the use of options such as:

(a) Microsoft's AutoComplete Function. The AutoComplete feature saves previous entries you have made for Web addresses, forms, and passwords. Then, when you type information in one of these fields, AutoComplete suggests possible matches. These matches can include folder and program names you type in the Address bar, and search queries, or information for just about any other field you fill in on a Web page.

(b) Visiting websites that allow you to send or view electronic greeting cards. Visiting some E-card sites that require the installation of an ActiveX Control causes the generation of a large volume of email. The ActiveX control uses the user's address book to mail an invitation to the E-card site. The installation of the ActiveX control can include an End User License Agreement that grants permission to use the email contact list.

(c) Unauthorized services (e.g., peer-to-peer, distributed computing, or any application which “shares” USAMITC network resources).

(13) Activities that disrupt or congest USAMITC’s network are forbidden. This includes, but is not limited to, the use of push technologies such as:

- (a) Microsoft’s Subscription Services.
- (b) The PointCast Network.
- (c) The WeatherBug and similar applications.
- (d) Auto-update Stock Market Tickers.

(14) Activities that cause degradation (e.g., excessive consumption of bandwidth) of USAMITC’s network are forbidden. This includes, but is not limited to, the use of technologies such as:

- (a) Streaming Audio and Video.
- (b) Automatic refresh websites (e.g., weather radar) which maintain constant connectivity or automatic refresh capabilities.
- (c) Customizing the format of official USAMITC email by adding stationery (e.g., background texture and color), special fonts, and/or sounds to message traffic.
- (d) Attaching unnecessary or extremely large images to message traffic.

(15) Activities which are authorized and acceptable:

(a) Users are encouraged to use the Internet resources for professional and personal betterment. For example, programmers might use the Internet to read about technical information on computer languages, or perhaps technicians would look at current technological studies. Personal Internet use must meet the legal and regulatory requirements as noted in the preceding paragraphs concerning prohibited activities.

(b) Users are encouraged to use the government email resources responsibly, abiding by normal standards of professionalism and personal courtesy, for periodic contact with family and friends; arranging for

***Army Regulation 25-2, paragraph 1-1j:***

“Military and civilian personnel may be subject to administrative and/or judicial sanctions if they knowingly, willfully, or negligently compromise, damage, or place Army information systems at risk by not ensuring implementation of DOD and Army policies and procedures. Violations are identified in bolded text included in the following paragraphs 3–3, 4–5, 4–6, 4–12, 4–13, 4–16, 4–20, and 6–5.

personal services (e.g., medical appointments, home repair, et al) during authorized break periods.

**6. Acknowledgement.** By signing this document, you acknowledge that you have read the above requirements regarding use of the USAMITC network and understand your responsibilities regarding these systems and the information contained in them. Additionally:

By signing this document, you acknowledge and consent that when you access Department of Defense (DoD) information systems:

- You are accessing a U.S. Government (USG) information system (IS) (which includes any devices attached to this information system) that is provided for U.S. Government-authorized use only.
- You consent to the following conditions:
  - The U.S. Government routinely intercepts and monitors communications on this information system for purposes including, but not limited to, penetration testing, communications security (COMSEC) monitoring, network operations and defense, personnel misconduct (PM), law enforcement (LE), and counterintelligence (CI) investigations.
    - At any time, the U.S. Government may inspect and seize data stored on this information system.
    - Communications using, or data stored on, this information system are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.
    - This information system includes security measures (e.g., authentication and access controls) to protect U.S. Government interests—not for your personal benefit or privacy.
    - Notwithstanding the above, using an information system does not constitute consent to personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications or data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work product are private and confidential, as further explained below:
      - a. Nothing in this User Agreement shall be interpreted to limit the user’s consent to, or in any other way restrict or affect, any U.S. Government actions for purposes of network administration, operation, protection, or defense, or for communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.
      - b. The user consents to interception/capture and seizure of ALL communications and data for any authorized purpose (including personnel misconduct, law enforcement, or counterintelligence investigation). However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies.
      - c. Whether any particular communication or data qualifies for the protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an information system if the user intends to rely on the protections of a privilege or confidentiality.
      - d. Users should take reasonable steps to identify such communications or data that the user asserts are protected by any such privilege or confidentiality. However, the user’s identification or assertion of a privilege or confidentiality is not sufficient to create such protection where none exists under established legal standards and DoD policy.
      - e. A user’s failure to take reasonable steps to identify such communications or data as privileged or confidential does not waive the privilege or confidentiality if such protections otherwise exist under established legal standards and DoD policy. However, in such cases the U.S. Government is authorized to take reasonable actions to identify such communication or data as being subject to a privilege or confidentiality, and such actions do not negate any applicable privilege or confidentiality.

- f. These conditions preserve the confidentiality of the communication or data, and the legal protections regarding the use and disclosure of privileged information, and thus such communications and data are private and confidential. Further, the U.S. Government shall take all reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.
- In cases when the user has consented to content searching or monitoring of communications or data for personnel misconduct, law enforcement, or counterintelligence investigative searching, (i.e., for all communications and data other than privileged communications or data that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants), the U.S. Government may, solely at its discretion and in accordance with DoD policy, elect to apply a privilege or other restriction on the U.S. Government's otherwise-authorized use or disclosure of such information.
  - All of the above conditions apply regardless of whether the access or use of an information system includes the display of a Notice and Consent Banner ("banner"). When a banner is used, the banner functions to remind the user of the conditions that are set forth in this User Agreement, regardless of whether the banner describes these conditions in full detail or provides a summary of such conditions, and regardless of whether the banner expressly references this User Agreement.

**APPENDIX B: PRIVILEGED ACCESS AGREEMENT**

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PRIVILEGED-LEVEL ACCESS AGREEMENT (PAA)  
& ACKNOWLEDGEMENT OF RESPONSIBILITIES  
(Reference Army BBP 06-PR-M-0003)

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I understand that I have access to USAMITC Information Systems (ISs) and that I have and will maintain the necessary clearances and authorizations for privileged-level access.

*As a privileged-level user;*

I will protect the **root, administrator, or superuser** account(s) and authenticator(s) to the highest level of data or resource it secures.

I will **NOT** share the **root, administrator, or superuser** account(s) and authenticator(s) entrusted for my use.

I am responsible for all actions taken under my account and understand that the exploitation of this account would have catastrophic effects to all networks for which I have access. I will **ONLY** use the special access or privileges granted to me to perform authorized tasks or mission related functions. I will only use my privileged account for official administrative actions.

I will not attempt to “hack” the network or connected ISs, subvert data protection schemes, gain, access, share, or elevate permissions to data or ISs for which I am not authorized.

I will protect and label all output generated under my account to include printed materials, magnetic tapes, external media, system disks, and downloaded files.

I will immediately report any indication of computer network intrusion, unexplained degradation or interruption of system or network services, illegal or improper possession of content or files, or the actual or possible compromise of data, files, access controls, or systems to the USAMITC Information Assurance Office (IAO) or, if after hours, to the USAMITC Enterprise Service Desk who will then notify the IAO.

I will **NOT** install, modify, or remove any hardware or software (i.e. freeware/shareware, security tools, etc.) without permission and approval from the USAMITC IAO.

I will not install unauthorized or malicious code, backdoors, software (e.g. games, entertainment software, instant messaging, collaborative applications, etc) or hardware.

I am prohibited from obtaining, installing, copying, pasting, modifying, transferring or using software or other materials obtained in violation of the appropriate vendor’s patent, copyright, trade-secret, or license agreements.

I will not create or elevate access rights of others; share permissions to ISs for which they are not authorized; nor allow others access to IS or networks under my privileged account.

I am prohibited from casual or unofficial web browsing and use of email while using the privileged-level account. This account will **NOT** be used for day-to-day network communications.

I am prohibited from accessing, storing, processing, displaying, distributing, transmitting and viewing material that is; pornographic, racist, defamatory, vulgar, hate-crime related, subversive in nature, or involves chain

letters, spam, or similarly related criminal offenses such as encouragement of criminal activity, or violation of State, Federal, national, or international law.

I am prohibited from storing, accessing, processing, sharing, removing, or distributing Classified, Proprietary, Sensitive, Privacy Act, and other protected or privileged information that violates established security and information release policies.

I am prohibited from promoting partisan political activity, disseminating religious materials outside an established command religious program, and distributing fund raising information on activities, either for profit or non-profit, unless the activity is specifically approved by the command (e.g. command social-event fund raisers, charitable fund raisers, etc).

I am prohibited from using, or allowing others to use, Army resources for personal use or gain such as posting, editing, or maintaining personal or unofficial home pages, web-blogs, or blogging sites, advertising or solicitation of services or sale of personal property (e.g. eBay) or stock trading.

I am prohibited from employing, using, or distributing personal encryption capabilities for official electronic communications.

I will contact the USAMITC IAO if I am in doubt as to any of my roles, responsibilities, or authorities.

I understand that all information processed on ISs is subject to monitoring. This includes E-mail and Web Browsing.

I will obtain and maintain required certification(s) in accordance with Army policy to retain privileged level access.

I understand that failure to comply with the above requirements is a violation of the trust extended to me for the privileged access roles and may result in any of the following actions:

- a. Chain of command revoking IS privileged access and/or user privileges
- b. Counseling
- c. Adverse actions under the UCMJ and/or criminal prosecution
- d. Discharge or Loss of Employment
- e. Revocation of Security Clearance

**APPENDIX C: CERTIFICATE OF NON-DISCLOSURE**

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**CERTIFICATE OF NON-DISCLOSURE**  
**Disclosure of protected or privileged information**  
(Reference Army BBP 06-PR-M-0003)

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Whoever, being an officer, employee or agent of the United States or of any department, agency or contractor thereof, publishes, divulges, discloses or makes known in any manner or to any extent not authorized by law, any information coming to him/her in the course of their employment or official duties, which information concerns or relates to the trade secrets or proprietary information of a non-Federal government entity; any information protected by the Privacy Act; any information subject to protection under the Freedom of Information Act; other law, regulation, or policy (including all privileged communications such as doctor-patient, attorney-client, etc.); any information protected under the classification system set forth in AR 380-5; or any other information protected by law or regulation (i.e. IG, AAA, CID); shall, in addition to any penalty imposed by said law or regulation, be subject to UCMJ, administrative, or contract remedy enforcement.

**CERTIFICATION**

I have read the provisions herein and I understand my responsibility not to disclose any matters connected with or pertaining to these provisions as they pertain to the USAMITC network, information systems or components thereof except to persons theretofore listed as having a need to know.

**APPENDIX D: IT PERSONNEL SECURITY DESIGNATIONS AND IA WORKFORCE  
CERTIFICATION REQUIREMENTS**

<b>Labor Category</b>	<b>IT Security Designation *</b>	<b>Security Clearance Requirement</b>	<b>IA Management Designation **</b>	<b>IA Technical Designation **</b>	<b>Computing Environment Certification **</b>
Operations Manager	IT-11	N/A	N/A	IAT I	TBD
Administrative Assistant	IT-111	N/A	N/A	N/A	N/A
Scheduler (Level I)	IT-111	N/A	N/A	N/A	N/A
Scheduler (Level II)	IT-111	N/A	N/A	N/A	N/A
Bridge Operator (Level I)	IT-11	N/A	N/A	IAT I	TBD
Bridge Operator (Level II)	IT-11	N/A	N/A	IAT I	TBD
Technical Support Technician (Level I)	IT-11	N/A	N/A	IAT I	TBD
Technical Support Technician (Level II)	IT-11	N/A	N/A	IAT I	TBD
IP Video Network Engineer (Level I)	IT-11	N/A	N/A	IAT I	TBD
IP Video Network Engineer (Level II)	IT-11	N/A	N/A	IAT I	TBD
Wide Area Network Engineer (Level III)	IT-11	N/A	N/A	IAT I	TBD
Database Programmer/Metrics	IT-11	N/A	N/A	IAT I	MCTS-SQL2005
Technical Writer	IT-111	N/A	N/A	N/A	N/A
Videoconferencing Facilitator	IT-111	N/A	N/A	N/A	N/A
* Per AR 25-2					
** Per DoD 8570.01-M					

	Performance Requirement	Paragraph Numbers	Acceptable Quality Level	Surveillance Method
Operations Manager	Provides Coordination of all operations	3.A	95% of the time	Periodic Inspection and Customer Complaints
Administrative Assistant	Provides administrative assistance to operation	3.B	95% of the time	Periodic Inspection and Customer Complaints
Scheduler (Level I)	Provide video and audio scheduling	3.C	95% of the time	Periodic Inspection and Customer Complaints
Scheduler (Level II)	Provide successful operation of video and audio scheduling	3.D	95% of the time	Periodic Inspection and Customer Complaints
Bridge Operator (Level I)	Provide Bridge video and audio operations	3.E	95% of the time	Periodic Inspection and Customer Complaints
Bridge Operator (Level II)	Provide Bridge video and audio operations.	3.F	95% of the time	Periodic Inspection and Customer Complaints
Technical Support Technician (Level I)	Provide Technical Support.	3.G	95% of the time	Periodic Inspection and Customer Complaints
Technical Support Technician (Level II)	Provide Technical Support	3.H	95% of the time	Periodic Inspection and Customer Complaints
IP Video Engineer (Level I)	Provide Technical Support	3.I	95% of the time	Periodic Inspection and Customer Complaints
IP Video Engineer (Level II)	Provide Technical Support	3.J	95% of the time	Periodic Inspection and Customer Complaints
Wide Area Network Engineer Level (III)	Provide Technical Support	3.K	95% of the time	Periodic Inspection and Customer Complaints
Database Programmer / Metrics	Provide Database support and reports	3.L	95% of the time	Periodic Inspection and Customer Complaints
Technical Writer	Provides written documentation of process and procedures	3.M	95% of the time	Periodic Inspection and Customer Complaints
Video Conferencing Facilitator	Provides Video conferencing support	3.N	95% of the time	Periodic Inspection and Customer Complaints

**LABOR CATEGORIES**

**1 FTE = 1,920 HOURS**

<b>Labor Category</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>	<b>Minimum Hours</b>	<b>Hourly Rate</b>	<b>Minimum Total Cost</b>
Operations Manager	0	1	0		
Administrative Assistant	1	1	1920		
Scheduler (Level I)	4	22	7680		
Scheduler (Level II)	0	8	0		
Bridge Operator (Level I)	2	10	3840		
Bridge Operator (Level II)	0	3	0		
Technical Support Technician (Level I)	1	10	1920		
Technical Support Technician (Level II)	0	3	0		
IP Video Network Engineer (Level I)	2	5	3840		
IP Video Network Engineer (Level II)	0	5	0		
Wide Area Network Engineer (Level III)	0	2	0		
Database Programmer/Metrics	0	1	0		
Technical Writer	0	1	0		
Videoconferencing Facilitator	0	8	0		

\*NON-LABOR/ODCs

\$50,000.00(EST)

\*Government furnished estimate

**INSTRUCTIONS TO OFFERORS**

1. This acquisition is **Set-Aside for Section 8(a)**
2. **North American Industry Classification System (NAICS) is: 517410**
3. **SHIPPING**: FOB DESTINATION is preferred.
4. **SOLICITATION PROVISIONS**: Provision 52.212-3 has items that are required to be filled out and returned with the quotation. Failure to provide this information may make the quotation non-responsive.
5. **CENTRAL CONTRACTOR REGISTRATION**: Contractor registration in the Central Contractor Registration (CCR) database is "required" in order to be eligible for award of a Department of Defense (DOD) contract. Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/>.
6. **QUOTES**: Quotes must be submitted by electronic means for consideration of award. Electronic quote must be transmitted via Army Single Face to Industry (ASFI) [https://acquisition.army.mil/asfi/solicitation\\_search\\_form.cfm](https://acquisition.army.mil/asfi/solicitation_search_form.cfm). This does not eliminate the requirement to return representations referenced in SOLICITATION PROVISIONS paragraph above. It is the Contractor's responsibility to assure that their electronic bid has been received. **Bids received through other than ASFI shall be considered as non-responsive.**

**NOTE: QUOTE IS DUE BY 8 SEPTEMBER 2009  
NO LATER THAN 12:00 P.M. EASTERN DAYLIGHT TIME**

**QUOTES SHALL BE SUBMITTED PER ABOVE INSTRUCTIONS.**

**REMINDER**: Contractors are reminded that quotations must be received by DATE and TIME specified. Any questions pertaining to this Solicitation are to be addressed to Mr. William A.De Lise via e-mail at: [bill.delise@us.army.mil](mailto:bill.delise@us.army.mil)

**QUESTIONS ARE DUE NOT LATER THAN 27 AUGUST 2009, AT 3:00 P.M. EASTERN DAYLIGHT TIME. ALL QUESTIONS AND ANSWERS WITH BE ADDRESSED VIA AN AMENDMENT TO THE SOLICITATION.**

**Telephonic requests for information regarding this Solicitation will not be honored.**

**EVALUATION CRITERIA  
for Video Network Center (VNC) PWS**

(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:

This is a best value procurement. The Government may elect to award to other than the lowest cost, based on the evaluation of the non-cost factors and the best value to the Government. As individual factors, Technical Approach is the most important of the factors. Management Approach and Past Performance Approach rank second and third in importance, respectively. Cost and Price is the least important of all the factors. When considered together Technical Approach, Management Approach, and Past Performance are significantly more important than Cost and Price.

**Technical Approach.**

The Government will assess the degree to which the offeror's techniques, methods, and processes are likely to minimize risk and result in successful completion of the tasks in the PWS. The Government will assess the offeror's ability to produce contract deliverables by examining the degree to which the offeror's explanation of the manner and methods to be used are likely to result in the desired outcomes. The Government will assess the degree to which the offeror's technical proposal demonstrates experience in all areas of the PWS.

**Management Approach.**

The Government will assess the degree to which the offeror's management procedures and capabilities are likely to result in successful contract performance. The Government will assess the extent to which the labor categories proposed by the offeror are likely to successfully complete the tasks in the PWS. The Government will assess the offeror's understanding of the importance of all the positions by the number and quality of Commitment Resumes submitted for these positions, as well as an Employee Capture Plan. The Plan will be assessed as to the understanding of the need to retain contractor employees that possess corporate knowledge and expertise whenever possible. However, retaining contractor employees with corporate knowledge can never come at the expense of fiscal discipline, and that labor prices must be reasonable. The Government will assess the offeror's ability to comply with the PWS by reviewing the proposed staffing plan with regard to the appropriateness of proposed labor categories and the qualifications of personnel. The Government will assess the degree to which teaming agreements, when proposed, demonstrate capabilities necessary to complete the work contained in the PWS and exhibit efficient and effective teaming techniques. The Government will assess the offeror's ability to attract and retain skilled employees from a Recruitment and Retention Plan.

**Past Performance Approach.**

This evaluation factor will first assess the relevancy of each offeror's past performance. Past performance of the same size, scope, and complexity as the instant requirement will be deemed most relevant. Then, an assessment of the quality of each offeror's relevant past performance will be made. Qualitative information can be gathered through the use of databases, questionnaires, reference checks, and/or personal knowledge. In determining an overall rating for this factor, consideration will also be given to the number and severity of problems encountered by each offeror in their documented past performances and the demonstrated effectiveness of corrective actions taken. The overall rating will focus on over-all results, not simply problem-free management.

Offerors should submit at least 3 recent (within the past 5 years) past performance examples. The Army reserves the right to consider other past performance information at its disposal. If any offeror is truly a new entity and none of the company principals have relevant work experience, the offeror will be considered to have no past performance. In the event an established offeror is simply without a record of past performance, the offeror's lack of past performance will be evaluated as an unknown risk having no favorable or unfavorable impact on the evaluation.

#### Cost and Price Evaluation.

The degree to which the offeror's proposed rates represent a fair and reasonable price will be evaluated using the techniques in FAR 15.305(1), which provides that comparison of the proposed prices will usually satisfy the requirement for price analysis. Offerors shall provide a spreadsheet listing all labor categories, hourly rates and extended labor costs. Provide cost for the initial period of performance and each of the four(4) option years (pricing will be for 5 years). Provide prices that both evaluate the reasonableness and the cost realism of the proposed cost/prices. The price evaluation will be inclusive of all option prices.

#### Relative Order of Importance of Evaluation Factors:

This is a best value procurement. The Government may elect to award to other than the lowest price, based on the evaluation of the non-cost factors and the best value to the Government.

As individual Evaluation Factors, Technical Approach is the most important factor. Management Approach and Past Performance Approach rank second and third in importance, respectively. When technical, past performance, and management factors are considered together, they are significantly more important than cost or price. Cost and Price is determined to be less significant than any of the factors. If two or more proposals are evaluated as relatively equal in technical merit (non-cost factors), cost and price could become the deciding factor in awardee selection.

(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.

**ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF OFFERS**

## 1. COMMUNICATIONS REGARDING THIS SOLICITATION

**TELEPHONIC REQUESTS FOR INFORMATION REGARDING THIS SOLICITATION WILL NOT BE HONORED.**

All questions MUST be submitted in writing via email NO LATER THAN BY 3:00 PM Eastern Daylight Time, Thursday, 27 August 2009. Questions must be sent via EMAIL to [bill.delise@us.army.mil](mailto:bill.delise@us.army.mil) SUBJECT: W81XWH-09-R-0032, Video Network Center for USAMITC. File attachments should be no larger than 2MB.

Answers to questions will be addressed via an amendment to the solicitation which will be posted on the USAMRAA and Army Single Face to Industry web sites as soon as possible after the deadline for questions has closed. In the event multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue.

2. Proposal submission requirements: In order to be considered for possible contract award, the Offeror shall submit their proposals electronically via Army Single face to Industry. **DUPLICATE COPIES WILL NOT BE SENT VIA E-MAIL.** Proposals shall be submitted as follows:

- a. Technical Proposal
- b. Management Proposal
- c. Past Performance Approach
- d. Separate Cost and Price Proposal (to include business aspects-cover letter, signed amendments, signed certifications, etc.)

Each (a thru d) shall be submitted as a separate volume.

Font size shall be 12pt and margins must be at least one inch. See proposal page limitations, information on copies and volume assembly below.

A. TECHNICAL PROPOSAL - The offeror shall submit a Technical Proposal addressing the following:

**TECHNICAL APPROACH.**

The offeror shall describe the techniques, methods, and processes it plans to use to minimize risk and accomplish the tasks specified in the PWS. The offeror shall address the manner and method of the planned execution of the required deliverables. The offeror shall discuss its technical expertise to cover all aspects of the PWS with emphasis on providing Video Network Center (VNC) Operations. Clarity, completeness and conciseness are essential, and the quality of the proposal should be representative of the offeror's product.

The page limitation for Technical Approach is 30 pages. Pages in excess of the limitation will not be considered.

B. MANAGEMENT PROPOSAL – The offeror shall submit a Management Proposal addressing the following:

**MANAGEMENT APPROACH.**

The offeror shall describe management procedures and capabilities that will be used to ensure successful contract performance. The offeror shall provide proposed labor categories and descriptions to perform the work described in the PWS. The offeror shall provide Commitment Letters and Resumes for qualified candidates. Resumes shall demonstrate the education and experience necessary to complete the tasks in the PWS. The offeror shall provide an Employee Capture Plan that address the efforts to retain contractor employees who have knowledge and expertise required. The offeror shall provide a staffing plan that addresses the accomplishment of the PWS with regard to assigned personnel, emphasizing the qualifications of personnel. Offerors shall describe the ability to attract and retain skilled employees with a Recruitment and Retention Plan. Offerors shall describe planned teaming

arrangements. Specifically, offerors shall detail how the team will function and how the team will interact with and relate to the Government.

The page limitation for Management Approach is 25 pages. Pages in excess of the limitation will not be considered.

C. PAST PERFORMANCE APPROACH – The offeror shall submit Past Performance Approach as follows:

**PAST PERFORMANCE APPROACH.**

The proposal shall clearly demonstrate past performance that is relevant to the RFP's PWS. This includes, but is not limited to, the offeror's record of 1) meeting milestones; 2) timely submission of deliverables; and 3) technical competency. The offeror's proposal must include at least three relevant past/current performance examples within the last five years. If the offeror has been in business less than three years, previous relevant experience from the offeror's principals or key personnel may be provided. The information shall contain the following:

Project or Contract Title

Contract Number, contracting agency, type of contract and total contract dollars

Date of contract and period of performance

Firm or Government agency for which work was performed

Point of Contact (Contracting Officer or Contracting Officer's Representative). Name, title, address, and telephone number

Brief description of how the cited work is the same as the proposed effort.

Offerors that propose to use subcontractors (or teaming arrangements) to perform major or critical aspects of this requirement must provide the above information on each of the subcontractors or team members.

Offerors shall have past/current customers complete the Past Performance Questionnaire (Attachment I).

Past/current customers must submit the questionnaire directly to \_\_\_\_\_ prior to the closing of the solicitation.

There is no page limitation for Past Performance Approach.

D. COST AND PRICE PROPOSAL – The offeror submit cost and price information as follows:

**COST AND PRICE PROPOSAL.**

The offeror shall submit proposed rates. Offerors shall provide a spreadsheet listing all labor categories, hourly rates and extended labor costs. Provide cost for the initial period of performance and the option year. Provide prices that both address the reasonableness and the cost realism of the proposed cost/prices. Information submitted shall be inclusive of all option prices.

There is no proposal page limitation for Price and Cost Proposal.

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS

U.S. ARMY MEDICAL RESEARCH ACQUISITION ACTIVITY  
Fort Detrick, MD

The information obtained from this questionnaire will be utilized to evaluate the past and present performance of offerors submitting proposals in response to **W81XWH-09-R-0032, Video Network Center (VNC) for USAMITC**. The information you provide will be instrumental in allowing the Government to evaluate how well the contractor performed under your contract(s).

- a. Please complete all sections of the attached questionnaire. Include your name and title, organizational address, e-mail address, telephone and fax number.
- b. Include the contractor's name and address, the title and/or description of the type of work performed, the award number, the value of the contract (including options), the award and completion date of the project and the type of award/solicitation.
- c. Use the rating scale found on the bottom left corner of the questionnaire to rate each performance element.
- d. Comments are encouraged and would be appreciated. The last page may be used if additional space is needed for comments. Clear handwritten responses are sufficient.
- e. Please FAX or e-mail your response to the Contract Specialist whose number and address is shown at the bottom right corner of the questionnaire.

Thank you for your time and participation.

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

PAST PERFORMANCE QUESTIONNAIRE

YOUR NAME & TITLE		YOUR ORGANIZATIONAL ADDRESS						
TEL NO. FAX :		E-MAIL:						
CONTRACTOR'S NAME & ADDRESS		TITLE OR DESCRIPTION OF REQUIREMENT:						
CONTRACT NUMBER:		CONTRACT VALUE (INCLUDING OPTIONS):						
CONTRACT TYPE: <input type="checkbox"/> FIXED PRICE <input type="checkbox"/> COST + FEE <input type="checkbox"/> COMPETITIVE <input type="checkbox"/> NON-COMPETITIVE <input type="checkbox"/> SET-ASIDE <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED		CONTRACT AWARD & COMPLETION DATE:						
<b>PAST PERFORMANCE ELEMENT</b>		<b>RATING</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>NA</b>
1. Contractor demonstrated a thorough understanding of technical requirements of the contract/task.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
2. Contractor anticipated/identified and resolved problems effectively.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
3. Contractor managed and directed resources (i.e. personnel, subcontractors, equipment, etc.) effectively.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
4. Contractor provided the necessary skilled personnel to perform the required work.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								
5. Contractor retained the necessary skilled personnel and maintained a low turnover rate.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:								

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PAST PERFORMANCE QUESTIONNAIRE

6. Contractor met scheduled contract delivery dates.	<input type="checkbox"/>						
Comments:							
7. Contractor provided accurate, complete and high quality deliverables.	<input type="checkbox"/>						
Comments:							
8. Contractor complied with the terms of the contract.	<input type="checkbox"/>						
Comments:							
9. Contractor was diligent in forecasting and controlling contract cost.	<input type="checkbox"/>						
Comments:							
10. I would recommend award to this contractor again.	<input type="checkbox"/>						
Comments:							

1	0 – 25% of the time	Strongly Disagree	<b>PLEASE RETURN COMPLETED RESPONSE TO:</b> U.S. Army Medical Research Acquisition Activity ATTN: MCMR-AAA-G 820 Chandler Street Fort Detrick, MD 21702-5014 E-MAIL: bill.delise@us.army.mil or FAX: 301-619-9656
2	26 – 40% of the time	Disagree	
3	41 – 55% of the time	Somewhat Disagree	
4	56 – 70% of the time	Somewhat Agree	
5	71 – 85% of the time	Agree	
6	86 – 100% of the time	Strongly Agree	
NA		No Knowledge of This Element	

FOR OFFICIAL USE ONLY - SOURCE SELECTION SENSITIVE WHEN COMPLETED

## CLAUSES INCORPORATED BY REFERENCE

## 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):

*www.usamraa.army.mil*

(End of clause)

52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.245-1	Government Property	JUN 2007

## CLAUSES INCORPORATED BY FULL TEXT

**CONTRACTOR MANPOWER REPORTING (CMR) - (ACCOUNTING FOR CONTRACT SERVICES) (OCT 2007) (USAMRAA)**

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil>. The required information includes: (1) Contract Number; (2) Delivery Order Number (If applicable); (3) Task Order Number (If applicable); (4) Requiring Activity Unit Identification Code (UIC); (5) Command; (6) Contractor Contact Information; (7) Federal Service Code (FSC); (8) Direct Labor Hours; (9) Direct Labor Dollars; and, (10) Location. In the event the Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR) has not entered their data requirements first, the contractor must also enter the COR/COTR required data with the exception of fund cite, obligations, and disbursement data. The CMRA help desk number is 703-377-6199 for any technical questions. As part of its quote or offer, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. The reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

**EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)**

The contractor shall assess the work to be performed in this effort to assure that all actions are in compliance with the Export Administration Regulations, 15 CFR Part 730 (EAR), of the Export Administration Act of 1979, 50 U.S.C. app. 2401-2420 (EAA). Technology listed in the Commerce Control List (CCL), 15 CFR Part 774, of the EAR shall not be exported or exposed to foreign nationals without the written consent of the U.S. Department of Commerce.

## 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

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

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require--

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from--

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

(b) Code of business ethics and conduct. (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall--

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall--

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed--

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall--

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including--

- (1) Monitoring and auditing to detect criminal conduct;
  - (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
  - (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
  - (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
  - (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
  - (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
  - (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

## 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

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

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

(1) The solicitation number;

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

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

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

(5) Terms of any express warranty;

(6) Price and any discount terms;

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

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

(9) Acknowledgment of Solicitation Amendments;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

**TECHNICAL APPROACH**  
**MANAGEMENT APPROACH**  
**PAST PERFORMANCE APPROACH**

**COST AND PRICE**

**As individual Evaluation Factors, Technical Approach is the most important factor. Management Approach and Past Performance Approach rank second and third in importance, respectively. When technical, past performance, and management factors are considered together, they are significantly more important than cost or price. Cost and Price is determined to be less significant than any of the factors. If two or more proposals are evaluated as relatively equal in technical merit (non-cost factors), cost and price could become the deciding factor in awardee selection.**

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

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

(End of provision)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2009)

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

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

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

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

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

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

Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the

Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

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

(i) General. The offeror represents that either--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror

need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

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

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

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

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

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

Line Item No.

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.
_____
-
_____
-
_____
-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

_____	_____
-	-
_____	_____
-	-
_____	_____
-	-

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that --

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

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

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

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other -----.

(5) Common parent.

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

( ) Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009)

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

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

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

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

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

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

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

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

\_\_\_(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (7) [Reserved].

\_\_\_ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

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

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

X (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

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

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

\_\_\_ (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- \_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.
- \_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).
- X (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- X (19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- X (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- \_\_\_ (21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \_\_\_ (22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- \_\_\_ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- \_\_\_ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- \_\_\_ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)
- \_\_\_ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

\_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_\_\_ (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_ (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (34) 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).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

\_\_\_ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

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

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

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (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 (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 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)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 23 September 2009 through the current Period of Performance end date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(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 60 Days of the current Period of Performance end date.

(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 30 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 Years.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(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 (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

- (5) \_\_\_ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) \_\_\_ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (7) \_\_\_ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (8) \_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (9) \_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (10) \_\_\_ 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (11) \_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13)(i) \_\_\_ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2006) of 252.225-7036.
- (14) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) \_\_\_ 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).
- (16) \_\_\_ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (17) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (18) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports(MAR 2008) (10 U.S.C. 2227).
- (19) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (20) \_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).0
- (21)(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.
- (22) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(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) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

#### 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

**CONTRACTOR IDENTIFICATION (DEC 2005) (USAMRAA)**

When contractor personnel perform the services required in this contract on a Government installation they are required to possess and wear an identification badge that displays his or her name and the name of the Company. The contractor shall ensure that contractor personnel identify themselves as contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

While performing in a contractor capacity, contractor personnel shall refrain from using their retired or reserve component military rank or title in all written or verbal communications.