

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER WK4FZW41908968		PAGE 1 OF 40			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9114F-04-T-0210		6. SOLICITATION ISSUE DATE 27-Sep-2004	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SFC THEODORE FRANK				b. TELEPHONE NUMBER (No Collect Calls) 486-8761		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 15 Oct 2004	
9. ISSUED BY EUROPE REGIONAL CONTRACTING OFFICE ATTN ECC BLDG 3705 LANDSTUHL KIRCHBERG 66849 TEL: 011-49-6371-866020 FAX: 011-49-6371-868070		CODE W9114F		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 621512 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO USA MEDDAC HEIDELBERG MEDICAL SUPPLY CMR 442 BOX 4444 APO AE 09042-0130 TEL: FAX:		CODE WK4FZW		16. ADMINISTERED BY					
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY					
TEL.		FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.							ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES 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
SEE SCHEDULE					

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	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
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

STATEMENT OF WORK
PERFORMANCE BASED WORK STATEMENT

1. **GENERAL.** This contract is for the personal services of one Ultrasonographer to perform the requirements set forth herein at the OB/GYN Department of the U.S. Army Medical Activity Department, Heidelberg, Germany, also referred to as the "Medical Treatment Facility" (MTF) herein, on a full-time basis.

1.1 **SCOPE OF WORK.**

1.1.1. The Contractor shall provide Diagnostic Ultrasonography support in providing health care services for Government beneficiaries. Contractor care shall cover the range of services provided in a civilian medical treatment facility. Performance shall be according to the requirements contained in this performance work statement (PWS), and professional standards of the Joint Commission on Accreditation of Healthcare Organization (JCAHO).

1.1.2. The Contractor shall not, during the term of this contract, advise, recommend, or suggest to persons authorized to receive medical care at Army facilities, that such persons should receive medical care from the Contractor, except pursuant to this contract.

1.1.3. The Contractor is not prohibited by reason of this contract from conducting a private practice, if the following conditions prevail:

1.1.3.1. No conflict with the performance of duties under the contract exists.

1.1.3.2. Practice is not conducted at any Army Medical Treatment Facility using any U. S. Government property.

1.1.3.3. The Contractor shall comply with paragraph 1.1.2 above, by not directly or indirectly referring patients to him/herself.

1.2. **PERSONNEL**

1.2.1 Contractor shall read, understand, speak, and write English.

1.2.2 Contractor shall present a neat appearance, wearing appropriate medical clothing, and the hospital provided HMEEDDAC badge. The identification badge shall be worn at all times while in a duty status.

1.2.3. The contractor shall be available in person, Monday through Friday, 8:00 until 16:30.

1.3. **EDUCATION AND TRAINING REQUIREMENTS.**

1.3.1 **FORMAL EDUCATION.** The contractor must have graduated from an approved, accredited school and hold a license and/or certification in a US state.

Contractor must provide:

- a. Certified copies of successful completion of all medical-professional training.
- b. Applicable medical/professional/university diplomas.
- c. A curriculum vitae and letters of recommendation from current and previous employers and/or training program supervisors and peers.

1.3.2. **LICENSE/REGISTRATION.** The contract provider shall possess a valid unrestricted license to practice as a Radiology Technologist/Diagnostic Ultrasonographer.

1.3.3. **EXPERIENCE.** The provider shall have provided Diagnostic Ultrasonography services a minimum of 12 consecutive months within the past three years.

1.4. **EMERGENCY HEALTH CARE.** The MTF will provide emergency health care for contract personnel for injuries occurring while on duty in the MTF. These services will be billed to the Contractor at the current full reimbursement rate.

1.5. **HOURS OF OPERATION.** The Obstetrics & Gynecology Department's operating hours are five days per week, Monday through Friday, from 7:30 until 16:30, and closed on federal holidays. The Contractor is afforded a one-hour lunch break. The Contractor shall be available to provide services during these hours. The Chief, OB/GYN will coordinate exact working hours.

1.5.1. The Contractor shall provide not less than 40 hours per regular workweek.

1.5.2. The government reserves the right to verify the hours worked by the contractor. This will be accomplished using the same means as for GS employees.

1.5.3. The contractor shall be allowed 15 workdays of unpaid leave per contract year. Timing and details to be worked with COR/Chief, OB/GYN with three weeks notice of intent to take annual leave. Contractor will only be charged for days absent on which he or she would normally be expected to be present (i.e., no charge for holidays or weekends). Duration of leave will not exceed 10 workdays at a time.

1.5.4. The contractor shall give notice within 2 hours of shift start for unscheduled absences.

1.6. **FEDERAL HOLIDAYS.** The Contractor is not required to provide services on United States Federal Holidays, but shall provide services on Local National holidays. The hospital also observes approximately 12 USAREUR/ERMC Training Holidays per year. The contractor will be compensated at the regular hourly rate for 8 hours per day for US Federal Holidays worked. If required to work on USAREUR/ERMC Training holidays, the contractor will be reimbursed at the regular hourly rate; if the clinic is closed and the contractor is not required to work, no compensation will be paid. US Federal Holidays are listed below.

New Year's Day, January 1st
Martin Luther King's Birthday, 3rd Monday in January
President's Day, 3rd Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4th

Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veteran's Day, November 11th
Thanksgiving Day, 4th Thursday in November
Christmas Day, December 25th

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

1.7. COMPENSATION

1.7.1. The Contractor will provide Diagnostic Ultrasonographic services to the U. S. Army Medical Department Activity, Heidelberg, Germany, for a firm, fixed negotiated hourly rate.

1.7.2. A maximum of five (5) working days will be allotted for attendance at USAMH continuing education opportunities. The Government will NOT provide transportation and accommodation; however, the Contractor will be reimbursed at his normal rate for workdays spent attending such training. No more than eight (8) hours per training day will be reimbursed. Any registration fees or tuition will be borne by the Contractor.

1.8 PAYMENT.

Payment for authorized performance shall be at the negotiated hourly rate. The number of normal work hours that services were not performed or were not available because of non-requirement by the Medical Treatment Facility (MTF), security reasons, voluntary resignation, death, incapacity, illness, or removal by the Contractor will not be compensated. No overtime is authorized or shall be billed under this contract.

1.9. ADDRESS FOR INVOICES:

The Contractor shall submit his invoices in 5 copies, after verification and certification by the department chief/COR to the address in Block 16 of the Standard Form 1449. Invoices may be sent directly to the servicing Finance Office in Block 18a, however a copy must still be submitted to the POC in block 16.

1.10. LOGISTIC SUPPORT. IAW with USAREUR and NATO/SOFA regulations, contractor **is not** authorized logistic support under this contract.

1.11. SECURITY.

a. The Contractor shall ensure that all Contractor employees comply with local installation requirements for vehicle registration and operation on the military facility. Any vehicle operated by the Contractor or its employees in performance of this contract must have the appropriate minimum liability coverage required by German Law.

b. Contractor employees shall comply with installation and MTF personnel identification and access requirements. The Contractor and his/her employees shall not permit unauthorized person(s)

entry to the installation nor any facilities. The Contractor is responsible for absences of contract employees due to expired identification and access documents.

c. **Non-US Citizen.** Immediately after award of the contract, the Contractor shall submit to the COR a request for a U.S. Installation Gate Pass and Vehicle Identification Sticker. On successful completion of necessary U.S. Government personnel security clearance requirements, the Installation Coordinator will issue an Installation Pass and Vehicle Identification Sticker. The U.S. Government will conduct and assume the cost of background investigations for required clearances. The Installation Pass shall be returned to the COR immediately upon termination or expiration of the contract.

1.12. ORIENTATION. The Contractor shall participate in the MTF orientation procedures for newly assigned providers to include regulations specific to their professional specialty and hospital and Army policy and procedures. These hours will be reimbursed at the regular hourly rate.

1.13. KEY CONTROL. The Contractor shall ensure that all keys issued to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor shall assure that no keys issued by the Government are duplicated.

1.13.1. The Contractor shall report lost or duplicated keys to the COR.

1.13.2. If keys other than master keys are lost or duplicated, the Contracting Officer may require the Contractor to re-key or replace the affected lock or locks. If the Contracting Officer decides to replace the affected lock or locks, the total cost to the Government shall be deducted from payment due the Contractor. If a master key is lost or duplicated, the Government shall replace all locks and keys for that system and the total cost deducted from payment due the Contractor.

1.13.3. The Contractor shall not permit entry to unauthorized person(s).

1.13.4. **LOCK COMBINATIONS.** The Contractor shall ensure that lock combinations are not revealed to any unauthorized person(s).

1.2. CONDUCT.

1.2.1. The Contractor employee shall record the time worked according to procedures determined by the MTF.

1.2.2. The Chief of the department where services are being performed or his/her representative, will define the scope of practice. Contractor employee shall not introduce new procedures or services without prior approval of the Department Chief or representative. In disagreements or deviations from established or new protocols, the Department Chief, or representative, will be the deciding authority.

1.2.3. Contractor employees shall comply with MTF policies regarding personal appearance and conduct.

1.2.4. Contractor employees shall abide by federal and local MTF regulations and requirements concerning the nature of limited privileged communication between patients and the contract employee as may be necessary for security and personnel reliability programs. They shall also abide by federal and local MTF regulations concerning the confidentiality of patient records, as embodied in federal statutes

including the Privacy Act of 1974 and the Health Insurance Portability & Accountability Act of 1996. All regulations referenced are available for review from the COR, MTF, or the Contracting Officer. All medical records and reports will remain the property of the government.

1.2.5. Contractor employees shall abide by MTF bylaws, JCAHO, DoD and Medical Department regulations with regard to Utilization Review and Quality Assurance directives, including, but not limited to, in-service training, maintenance of records, performance evaluation, and release of medical information.

1.2.6. Contractor employees shall make use of all appropriate equipment; supplies and services made available by the Government and shall make referrals and seek consultations, as deemed necessary, for the optimal care of the patients.

1.2.7. IMPAIRED CONTRACTOR EMPLOYEES:

1.2.7.1. At any time during the performance of this contract, the Contracting Officer, COR, or the department Chief may direct the Contractor to immediately remove any contractor employee whose actions or impaired state raises reasonable suspicion that clear and present danger of physical harm exists to a patient, other contractor employees, Government personnel or to the impaired individual. This provision will be used in emergency situations only and not for the purpose of bringing performance issues or other non-urgent concerns to the attention of the Contractor. The COR, or individual responsible for supervision of contract employees, may request contract employees believed to be impaired to submit to Government provided drug/alcohol testing. If the employee refuses such testing, the Contracting Officer may request that the Contractor replace the individual.

1.2.7.2. If a removal occurs, the COR will contact the Contractor's point of contact within 24 hours, who will formally meet with the COR and/or other hospital management personnel to discuss further action in accordance with the MTF Quality Assurance and Inspection (QA&I) Plan. A review of the basis for removal will be made by the Contracting Officer and the COR within 3 working days.

1.2.7.3. If, after any investigation deemed necessary by Government representatives and discussions with the Contractor's representative, the COR and Contracting Officer conclude the contract employee requires permanent removal from performance under the contract, the Contracting Officer will notify the Contractor that permanent removal is required. In the event of disagreements between the Government and the Contractor's representative concerning matters of impaired contract employees, the decision of the Contracting Officer will be final. During the period of time between the removal on a suspicion of impairment by Government personnel and the final decision of the Contracting Officer, the Contractor agrees to provide a backup/replacement in accordance with the terms of this contract.

1.2.8. Inquiries. The Contractor shall not respond to any media inquiries. Any inquiries from the media shall be immediately relayed to the COR, who will relay them to the MTF Commander. There shall be no interviews, comments, or any other response without the knowledge and approval of the MTF Commander. Other than routine inquiries from external agencies, all other inquiries and complaints shall be brought to the attention of the Contractor employee. .

1.3. CONFLICT OF INTEREST.

1.3.1. The Contractor shall not bill the patient for services rendered under this contract. The Contractor and its employees shall be prohibited from receiving compensation of any kind for patients treated, procedures performed, or any other actions performed, except under the terms and conditions of this contract, at the rate specified.

1.3.2. The Contractor and its employees shall not, while performing services under this contract, advise, recommend, or suggest to persons eligible to receive medical care at Government expense that such persons should receive care from the Contractor or its employees at any place other than locations designated under this contract.

1.3.3 Contractor employees are not prohibited by reason of their employment under this contract from conducting private practice provided there is no conflict with the performance of services under this contract. The Contracting Officer will unilaterally resolve any issues concerning potential conflicts .

1.3.4. The Contractor and its employees shall not use Government facilities or other Government property in connection with conducting a private practice.

1.3.5. Confidentiality of Information. Unless otherwise specified, all financial, statistical, personnel, and/or technical data which is furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. The Contractor shall not release any of the above information without prior written consent of the Contracting Officer. The Contractor and its employees shall not use patient care rendered pursuant to this contract as part of a study, research project, or publication.

1.4. RELATIONSHIP OF THE PARTIES, PROFESSIONAL LIABILITY RESPONSIBILITY AND PROCEDURES.

1.4.1. RELATIONSHIP OF THE PARTIES.

1.4.1.1. This is a personal services contract. Contractor employees are subject to supervisions and direction of designated Government officials, and will work within the same employer-employee relationship that exists for Government employees with regard to malpractice. The Contractor is subject, either by the contract's terms or the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Government will evaluate the quality of professional and administrative services provided and retain control over the medical and professional aspects of services rendered (e.g., professional judgments, diagnosis for specific medical treatment, etc.).

1.4.2. PROFESSIONAL LIABILITY:

1.4.2.1. Pursuant to 10 USC 1089(a), DoD shall process any personal injury claim alleging negligence by the Contractor within the scope of the Contractor's performance of this contract as claims alleging negligence by DoD or its own employees. Contractor employees are not required to maintain medical malpractice liability insurance, and the Government will not reimburse or otherwise pay for such insurance should any be purchased.

1.4.3. RESPONSIBILITY AND PROCEDURES:

1.4.3.1. If any suit or action is filed or any claim is made against the Contractor, which occurred as a result of work performed by the Contractor under this contract, the Contractor shall immediately notify the Contracting Officer and the chief of the appropriate services and promptly furnish copies of all pertinent papers received.

1.4.3.2. The Contractor shall cooperate with the Government, without further compensation, in the processing, review, settlement, or defense of the suit, action, or claim; and, authorize Government representatives to settle or defend the claim and to represent the Contractor in, or take charge of, any litigation involved in such an action. The Contractor may at its own expense, participate in defense of such claim or litigation.

1.5. MIGRATION OF CONTRACTOR EMPLOYEES TO GOVERNMENT CIVIL SERVICE. An MTF may want a Contractor to furnish a contract employee to supplement the staff until a recruitment action can be accomplished. All recruitment actions are subject to civilian personnel rules and regulations. If the Contractor employee applies and is subsequently selected for the civil service position, the Government may pay a finders fee to the Contractor as reimbursement for unrealized recovery of recruitment costs for initially employing that Contract employee. This amount will be determined prior to contract award by the Contracting Officer. The actual amount due the Contractor will be a prorated amount based on the number of months or hours remaining in the first year of employment at the time the Contract employee leaves the Contractor to commence work as a civil servant. If this is not identified in the contract, the Contractor shall not be entitled to any compensation.

1.50. CONTRACTOR REPRESENTATION.

1.50.1. The Contractor shall designate a representative who shall be available for the the COR when requested to discuss and resolve problems involving Contractor employees. At least ten calendar days prior to the contract start date, the contractor Shall designate in writing to the Contracting Officer the name and telephone number of an individual to act as the Contractor representative. Unresolved problems will be referred to the Contracting Officer for resolution. The representative may be the employee providing the service.

1.51. OVERSEAS REQUIREMENTS.

1.51.1. PRE-AWARD REQUIREMENTS:

1.51.1.1. The Contractor is responsible for ensuring all country clearances, passports, visas, and accreditations required by the Host Nation are obtained prior to employment of individuals under this

contract. Documentation requirements are subject to change as Status of Forces Agreement(s) (SOFA) change. In the event a proposed Contractor employee is denied Host Nation approval, accreditation, and/or permission, the Contractor shall submit like documentation for another nominee.

1.51.1.2. Upon verbal/written notification of award, by the Contracting Officer, the Contractor shall submit the required documentation. The Contractor will be responsible for obtaining the appropriate country specific requirements, and will coordinate this with the Contracting Officer.

1.51.1.3. The Contractor shall not employ individuals that have not been accredited, cleared, granted visas, etc., to specific positions at specific overseas locations. The Contractor shall provide written notification to the Contracting Officer and COR within 24 hours of becoming aware of an accredited Contractor employee no longer performing duties requiring accreditation/clearances/permissions. The Contractor shall recognize that Host Nation authorities may conduct on-site inspections at any time in the Contractor's work areas for the purpose of verifying the status of positions, Contractor employees, and appropriate visas or permissions. The Contractor shall assume all costs related to submission of required documentation.

1.51.1.4. At the time of preparation of this contract, applicable information and forms for placement of contract employees in Germany may be accessed at the internet address:

<http://www.chrma.hqusareur.army.mil/docper/> .

Applicable information and forms for placement of contract employees in other Host Nation countries may be accessed at the internet address: <http://www.state.gov/> .

2. DEFINITIONS

2.1. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An individual designated in writing by the Contracting Officer to perform certain specified contract administration duties.

2.2. **SERVICES.** Includes services performed and materials furnished or utilized in the performance of those services.

2.3. **QUALITY CONTROL.** Those actions taken by the Contractor to control the performance of services to ensure that they meet the requirements of the SOW.

3. GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. **EQUIPMENT.** The provider shall have use of all available equipment for performing services required by this contract.

3.2. **SERVICES.** The Government will provide the following services at no cost to the Contractor:

3.3. **UTILITIES.** The Government will provide the normal range of utilities, electricity, water, heating, refuse collection, etc., as is provided other personnel.

3.4. **EQUIPMENT MAINTENANCE.** The Government will furnish equipment maintenance for all items of equipment provided by the Government.

3.5. Clerical and administrative support necessary for accomplishment of the requirements of this SOW, as is provided other personnel.

3.6. Security Police and Fire Protection, as is provided other personnel.

3.7. **PERSONAL PROTECTIVE EQUIPMENT (PPE).** The Government will furnish provider with appropriate PPE. The Government will be responsible for any repair, cleaning and inventory required for the PPE. This does not include any type of uniform or laboratory coat.

3.8. **FORMS.** The MTF will provide required Government forms used in the performance of services.

3.9. **SUPPLIES.** The MTF will provide medical and non-medical supplies commonly used in the facility for the care and management of patients.

3.10. **SERVICES.** Contractor shall be responsible for the daily cleaning of ultrasound equipment and for reporting related technical maintenance requirements to supervisor.

4. CONTRACTOR FURNISHED ITEMS AND SERVICES

GENERAL. Except for those items or services specifically stated in paragraph 3 to be Government furnished, the Contractor shall furnish everything required to perform this contract in accordance with all of its terms.

4.1. Additional duties and responsibilities will apply as needed.

4.2.. The Contractor shall uphold the "No Smoking" policy of the work place.

4.3. Perform all duties to the standards required by the Joint Commission for Accreditation of Healthcare Organizations (JCAHO).

4.4. Alert the Chief, Environmental Health Services to any unusual occurrence or patient complaint that might have an impact on USAMH or the US Army Europe Regional Medical Command.

4.5. Contractor must have a mobile phone and be readily available during business.

5. SPECIFIC TASKS

5.1. **GENERAL.** The Contractor shall perform a variety of Obstetric and Gynecology specific ultrasound examinations of women to aid in the comprehensive care of women. Receives and reviews requests from physicians and other health care providers for ultrasound examinations of patients. Determine the condition (s) at issue and the procedure and equipment necessary to best meet the needs of the individual case. Receives and positions patient for examination. Explains procedures and actions to allay fears and secure maximum cooperation. Selects, sets up, adjusts and operates ultrasound equipment. Conducts examination, adjusting technique and equipment to best present the medically significant aspect found. If unanticipated conditions or anomalies are discovered, extends and modifies procedure to insure full and accurate information as to findings and patient condition. Observes and reports patient responses to instructions and movement.

5.2.1. **PROCEDURE GUIDANCE.** The Contractor shall perform procedures compatible with the medical facility's operating capacity and equipment. New medical procedures/services shall not be introduced without prior recommendation to, and approval of, the medical treatment facility (MTF) Commander or authorized representative.

5.2.3. **DIAGNOSTIC ULTRASONOGRAPHY SUPPORT.** The ultrasonographer shall provide services for patients as scheduled by the Government. These services shall include but not be limited to:

a. Requests received from attending OB/GYN physician, Certified Nurse Mid-Wife, and from clinical history, for performance of requested anatomical examinations. Receives patients, explains methods of procedures, positions patients, and makes adjustments necessary for the required examination. Determines any special patient preparation that will be necessary.

b. Correlates patient's clinical history with the examination to be performed and obtains the results from other pertinent diagnostic tests. Consults directly with referring physicians from a variety of specialties such as obstetrics, gynecology, internal medicine, and surgery regarding the patient's pertinent past medical history, preliminary diagnosis, and condition.

c. Independently performs diagnostic examinations of inpatients and outpatients. Assesses patients' conditions and adjusts equipment to vary technique to accommodate critically ill, immobile, and physically handicapped patients. Makes adjustments in assessment to accommodate adjustments in techniques and instrumentation required for the performance of the examination. Determines when examinations are of diagnostic quality and when enough information is gathered to determine examination. Modifies and adapts examination to the patient and medical problem on the basis of information gained during the examination. Tailors each examination to depict on film each particular patient's condition.

d. Maintains and files ultrasound films and reports.

e. Advises supervising physician of results of examination and provides supervising physician with a preliminary diagnosis. Notifies supervising physician of significant scans requiring their immediate attention or visualization while patient is undergoing examination.

f. Based on well-established references, recommends new protocols and procedures to the supervising physician.

g. Assists supervising physician and other technologists in performing more complex procedures.

5.2.4. **EQUIPMENT USE.** The ultrasonographer shall ensure equipment is ready for use, procedures are correctly performed and only properly functioning equipment is used.

5.2.5. **DOCUMENTATION.** The ultrasonographer shall prepare all documentation to meet or exceed established standards of the MTF to include but not limited to: timeliness, legibility, accuracy, content and signature. Only MTF and Army approved abbreviations shall be used for documentation of care in the health care record. The ultrasonographer shall maintain patient summary records to include number of patients treated, examined, and calculations performed and submits data for daily and monthly reports.

5.2.6. All films, evaluations, and reports will remain property of the US Government and shall not be removed from the MTF.

5.2.7. **PERFORMANCE IMPROVEMENT.** The ultrasonographer shall assess ultrasound services to assure its quality. The ultrasonographer shall participate in a continual process of self-evaluation and strive for excellence in the provision of ultrasound service.

5.2.8. **CONDUCTS TRAINING.** The ultrasonographer shall serve in an advisory and teaching capacity. The ultrasonographer shall provide training to MTF staff in the performance of diagnostic ultrasonography examinations/procedures as required. Subjects shall be jointly decided between the Chief, Obstetrics & Gynecology, and the ultrasonographer.

5.3. **RECORDS.** The Contractor shall be responsible for creating, maintaining, and disposing of only those Government required records which are specifically cited in this Performance Work Statement (PWS), or as may be required by the provisions of a mandatory directive listed in paragraph 6 of this PWS. If requested by the Government, the Contractor shall provide the original record, or a reproducible copy of any such records within five working days of receipt of the request.

5.4. **PATIENT LISTS.** Patient lists, no matter how developed shall be treated as privileged information. Lists and/or names of patients shall not be disclosed or revealed in anyway for any use outside the MTF without prior written permission by the Chief of Hospital Services.

5.5. **PATIENT SENSITIVITY.** Contract providers shall respect and maintain the basic rights of patients, demonstrating concern for personal dignity and human relationships. Providers receiving validated complaints shall be subject to counseling and, depending on the nature and severity of the complaint, termination for cause.

5.6. **RELEASE OF MEDICAL INFORMATION.** The provider shall only release medical information obtained during the course of this contract to other MTF staff involved in the care and treatment of that individual patient.

5.8. **PERFORMANCE EVALUATION MEETINGS.** The Contracting Officer (KO), may require the Contractor to meet with the KO, COR, and other government personnel **at least quarterly**, and as often as deemed necessary. The Contractor may request a meeting with the KO when s/he deems such meeting necessary. Meetings will be documented in the contract file with written minutes signed by the COR and the KO. Should the Contractor not concur with the minutes, such non-concurrence shall be provided in writing to the KO within ten (10) calendar days of receipt of the minutes.

6. APPLICABLE REGULATIONS

6.1. **GENERAL.** Contractor will comply with all U.S. laws pertaining to the provision of medical care. Contractor will also comply with all Department of Defense (DOD), Department of Army (DA), U.S. Army Europe (USAREUR), US Army Medical Command (USAMEDCOM), European Regional Medical Command and USAMH regulations and policies pertaining to the provision of medical care. These regulations include, but are not limited to, the following:

AR 40-68	Quality Assurance Administration
AR 40-3	Medical, Dental, and Veterinary Services
JCAHO AMH	Joint Commission for Accreditation of Healthcare Organizations Accreditation Manual for Hospitals

6.2. If the number of discrepancies found exceeds the level for satisfactory performance, the Chief, OB/GYN will determine the cause(s). If the Government created any of the deficiencies, they will not be counted against the Contractor's performance. When the Government has caused the Contractor to perform in an unsatisfactory manner, the Contractor will provide a statement, written to the Chief, OB/GYN, identifying the staff member/element responsible and requesting that corrective action be taken.

6.3. If the number of discrepancies found exceeds the level for satisfactory performance, and the Government was not the cause for the Contractor to perform in an unsatisfactory manner, deduction from the Contractor's payment, and consideration of termination of the contract, will be pursued.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Contractor shall perform services for the Obstetrics and Gynecology, Heidelberg Hospital. These functions will be performed in accordance with the prevailing standards of practice for Environmental Health professionals and technicians accredited in the United States. The Contractor will perform duties within the scope of practice approved by the Chief, OB/GYN. Maintaining current skills and knowledge to perform the specific tasks is a bona fide performance requirement for this contract.

REQUIRED REPORTS

1. The Contractor is required to provide workload and time usage data to the Department of Obstetrics & Gynecology, Heidelberg Hospital, on a weekly basis so that the following reports may be completed and forwarded to the Resource Management, Management Branch NLT the 5th working day after the month worked. The data is required for the Uniformed Chart of Accounts Personnel Utilization (UCAPERS) Survey.
2. In addition, contractor shall comply with ICD, CPT and E&M coding requirements.

ADDITIONAL PROVISIONS

REQUIREMENTS FOR ADP SENSITIVE POSITIONS

Since the contractor will have access to and/or will process information requiring protection under the Privacy Act of 1974, this position is considered an "ADP Sensitive" position requiring compliance with Army Regulation (AR) 380-19 and AR 380-67. The contractor shall coordinate with the COR to obtain the appropriate approval. In general, the procedure is for the contractor to make an appointment with the Security Branch of the MTF to be fingerprinted and complete appropriate forms such as, a Standard Form (SF) 85P, "Questionnaire for Public Trust Positions." A positive report is needed as a condition to

performance under Army contracts. No performance under this contract will be allowed without full compliance with AR 380-19 and AR 380-67.

HIPAA PRIVACY BAA

PRIVACY OF PROTECTED HEALTH INFORMATION (DEC 2002)

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

Individual has the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by The Contractor from or on behalf of The Government.

Required by Law has the same meaning as the term "required by law" in 45 CFR 164.501.

Secretary means the Secretary of the Department of Health and Human Services or his/her designee.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

(b) The Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Contract.

(e) The Contractor agrees to report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract.

(f) The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor on behalf of the Government agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(g) The Contractor agrees to provide access, at the request of the Government, and in the time and manner designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(h) The Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government or an Individual, and in the time and manner designated by the Government.

(i) The Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of, the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(j) The Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) The Contractor agrees to provide to the Government or an Individual, in time and manner designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the Government for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Department of Defense Health Information Privacy Regulation if done by the Government: [List Purposes].

Specific Use and Disclosure Provisions

(a) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(b) Except as otherwise limited in this Agreement, the Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) Except as otherwise limited in this Agreement, the Contractor may use Protected Health Information to provide Data Aggregation services to the Government as permitted by 45 CFR 164.504(e)(2)(i)(B).

(d) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

Obligations of the Government

Provisions for the Government to Inform the Contractor of Privacy Practices and Restrictions

(a) Upon request the Government shall provide the Contractor with the notice of privacy practices that the Government produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) The Government shall provide the Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect the Contractor's permitted or required uses and disclosures.

(c) The Government shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Government has agreed to in accordance with 45 CFR 164.522.

Permissible Requests by the Government

The Government shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this clause.

Termination

(a) Termination. A breach by the Contractor of this clause, may subject the Contractor to termination under any applicable default or termination provision of this Contract.

(b) Effect of Termination.

(1) If this contract has records management requirements, the records subject to the Clause should be handled in accordance with the records management requirements. If this contract does not have records management requirements, the records should be handled in accordance with paragraphs (2) and (3) below

(2) If this contract does not have records management requirements, except as provided in paragraph (3) of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all Protected Health Information received from the Government, or created or received by the Contractor on behalf of the Government. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the Protected Health Information.

(3) If this contract does not have records management provisions and the Contractor determines that returning or destroying the Protected Health Information is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of Protected Health Information is infeasible, the Contractor shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Protected Health Information.

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Survival. The respective rights and obligations of Business Associate under the "Effect of Termination" provision of this Clause shall survive the termination of this Contract.

(c) Interpretation. Any ambiguity in this Clause shall be resolved in favor of a meaning that permits the Government to comply with the Privacy Rule.

SALARY CAP

Any award under this contract is limited by statute. Please consult Title 3, USC for additional information.

EMPLOYEE CREDENTIALING HISTORY

The Contractor shall not employ any individual to provide direct health care services whom, within 5 years prior to employment:

- a. Has had hi/her clinical privileges limited, suspended, or revoked by any health care facility, public or private, anywhere in the world.
- b. This prohibition does not apply to any individual whose clinical privileges, although originally limited, suspended or revoked by a health care facility were subsequently fully reinstated by the health care facility.
- c. Limitation of clinical privileges, as used in this paragraph, refers to a partial withdrawal/reduction of clinical privileges as a result of a determination that or pending investigation to determine whether an individual has engaged in unprofessional conduct or substandard medical practice or is incompetent to perform certain medical practices.
- d. Is the subject of a current or pending hearing or appeal brought by any health care facility, public or private, anywhere in the world, which may result in the limitation, suspension or revocation of the individual's clinical privileges.

CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENT (mandatory if at any time the provider will have the opportunity to be alone with a minor.)

1. The Contractor shall ensure that the requirements of the Crime Control Act of 1990, as amended, are met by successfully completing a Criminal History Background Check consisting of a Federal Bureau of Investigation (FBI) fingerprint check and a State Criminal History Repository check. The procedures for completing the required background check are outlined in the Department of Defense Instruction (DoDI) 1402.5, dated 19 January 1993; Subject: Criminal History Background Checks on Individuals In Child Care Services; Enclosure 6, paragraph 4, Government Contract Employees. (DoDI 1402.5 is available on the internet at <http://www.dtic.mil/whs/directives>).

2. If the Contractor has a DoD affiliation such as living or working on an installation (within 5 years) or is a family member of active duty military, an Installation Record Check (IRC) shall be conducted by DoD Component personnel at the installation level. No IRC is required on individuals without DoD affiliation. Upon favorable completion of the IRC, an individual may be selected to provide services to a minor child under line-of-sight supervision (LOSS) until the required background checks are completed.

3. The Contractor may perform under the contract pending completion of the background checks provided the activity uses LOSS while minor children are in the care of that individual. The Contractor shall be within LOSS supervision of either military health care personnel, or an individual who has received an approved background check, or is in the presence of the child's parent or guardian.

4. All background clearance requests shall be submitted by the Contractor prior to start of work. Cost of clearance requests is part of the Contractor's recruitment costs. The name and address of the COR shall be included in each request as the recipient of the results. Unfavorable results that indicate risk to safe and/or effective delivery of services will constitute grounds for contract termination for cause. Decisions regarding dismissal of the Contractor for unfavorable results of the background check are the sole responsibility of the COR.

5. The Contractor has the right to obtain a copy of the background check report from the COR and, if desired, to challenge the accuracy and completeness of the information in the report.

6. If the Contractor has previously received a background check, proof of the check shall be provided or a new one must be obtained. A new investigation is required if a break in service to the Department of Defense results in a time-lapse of more than three (3) years.

PAST PERFORMANCE QUESTIONNAIRE

PRESENT AND PAST PERFORMANCE QUESTIONNAIRE

Please return filled out form with your proposal. Offeror must identify a minimum of three (3) most current contracts/prior employers, whether federal, state, local government or private performed by the offeror that were similar in nature to the contract being evaluated.

Offeror's Name (Company): _____

Offeror's Point of Contact (POC) for this Solicitation: _____
(Name and telephone number)

1. PAST OR PRESENT CONTRACT

A. Name and Address of Contract Party (Government Agency/Company):

Person to Contact: _____ Telephone No. _____

B. Contract Number (if applicable): _____

C. Contract Title: _____

(i) Brief Description of Effort: _____

E. Area of Coverage: _____

F. Type of Contract: FIXED PRICE _____ COST TYPE _____

G. Period of Performance: _____ G. Contract \$/DM Value: _____

H. Has your firm ever filed for bankruptcy: NO ____ YES ____/DATE _____

I. Has your firm ever been debarred or suspended from doing business with the Government?: NO
____ YES ____/WHEN _____

J. You may include additional pages to address any technical (or other) areas of concern you feel are pertinent to this solicitation.

2. EMPLOYMENT HISTORY

A. Name and Address of Employer #1:

Supervisor: _____ Telephone No.: _____

B. Period of employment: _____

C. Position/Job Description _____

D. Name and Address of Employer #2:

Supervisor: _____ Telephone No.: _____

E. Period of employment: _____

F. Position/Job Description _____

G. Name and Address of Employer #3:

Supervisor: _____ Telephone No.: _____

H. Period of employment: _____

I. Position/Job Description _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ANCILLARY SERVICES FFP PERSONAL SERVICES OF AN ULTRASONOGRAPHER IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT. SUB-CONTRACTING IS NOT AUTHORIZED. PURCHASE REQUEST NUMBER: WK4FZW41908968	2,080	Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRANSPORTATION COST TO BE BILLED AT ACTUAL COST WITH COPIES OF RECEIPTS SUBMITTED WITH INVOICE REQUESTING PAYMENT. NOT TO EXCEED ALLOWANCES AUTHORIZED UNDER JTR. PURCHASE REQUEST NUMBER: WK4FZW41908968		Each		

ESTIMATED COST

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	TRAVEL/TEMPORARY LODGING ALLOWANCE COST TO BE BILLED AT ACTUAL COST WITH COPIES OF RECEIPTS SUBMITTED WITH INVOICE REQUESTING PAYMENT. NOT TO EXCEED ALLOWANCES AUTHORIZED UNDER JTR. PURCHASE REQUEST NUMBER: WK4FZW41908968		Each		
				ESTIMATED COST	

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2004 TO 31-OCT-2005	N/A	USA MEDDAC HEIDELBERG MEDICAL SUPPLY CMR 442 BOX 4444 APO AE 09042-0130 FOB: Destination	WK4FZW
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.222-29	Notification Of Visa Denial	JUN 2003
52.232-3	Payments under Personal Services Contracts	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(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;
- (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) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(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) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) 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 \$25,000, and offers of \$25,000 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 parent 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://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(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:

- (i) technical capability of the individual proposed to meet the Government requirement
- (ii) price
- (iii) past performance

Technical and past performance, when combined, are virtually equal when compared to price.

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

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

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004)

(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.

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 small business concern" means a small business concern--

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

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

"Women-owned 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.

(b) 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 (b)(3) through (b)(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-----

(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 four 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 four 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)(7)(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 s 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.

(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 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. The terms ``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 the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign 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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

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, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA 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, designated country, Caribbean Basin country, or NAFTA 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 Debarment, Suspension or Ineligibility for Award (Executive Order 12549). 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, and

(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, 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.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(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 (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(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 (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) to 52.219-5.

___(iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(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.

___ (6)(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.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (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.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 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.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

___ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

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

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

___ (24) 52.225-5, Trade Agreements (Jun 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (28) 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)).

___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___X___ (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

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

___ (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 1984) 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, as Amended (MAY 1989) (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) (MAY 1989) (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) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in 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 not less than 30 days prior to contract expiration.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>; <http://www.arnet.gov/far>; <http://www.dtic.mil/dfars>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2004)

(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.

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

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

___ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

___ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

___ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10.U.S.C. 2533a).

___ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

___ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

___ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

___ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

___ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

___ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (___ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

___ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

___ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

___ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

___ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

___ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

___ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (___ Alternate III (May 2002).

___ 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 (Federal Acquisition Regulation 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:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

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

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

(End of clause)

252.229-7001 TAX RELIEF (JUNE 1997) - ALTERNATE I (JUNE 1997)

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

NAME OF TAX: Value Added Tax RATE (PERCENTAGE): 16%

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

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

(d) Tax relief will be claimed in Germany pursuant to the provisions of the Agreement Between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate for Tax-Free Deliveries/Performance according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled, and reported as tax-free.

(End of clause)