

American Consulate General



Regional Procurement Support Office (RPSO)
Giessener 30, 60435 Frankfurt am Main, Germany
Tel: (49) (69) 7535-3318
Fax: (49) (69) 7535-3329
Email: catsamakij@state.gov

March 18, 2011

Subject: Solicitation No. SGE500-11-R -0034, Satellite / Microwave Television Broadcast Trucks for US Embassy Kabul, Afghanistan.

The Regional Procurement Support Office (RPSO) at the American Consulate General in Frankfurt would like to invite your company to submit a proposal (offer) for Satellite / Microwave Television Broadcast Trucks as specified in the subject solicitation.

All documents and discussions pertaining to the subject solicitation will be in the English language. Any translations, if necessary, desired by the offerors must be made at their own expense. If you intend to submit a proposal for the subject requirement, you should thoroughly examine the enclosed contract solicitation document.

Make sure you comply with all submittal requirements to include those on page 28 of the solicitation. Your proposal will be evaluated according to pages 29 & 30 of the solicitation so make sure your proposal will convince the evaluators that you should get the contract.

Any questions regarding this solicitation may be directed to Ms. Joanna Catsamaki (see above for contact information).

The complete proposal, including original and two copies, shall be submitted in a sealed envelope marked as "Proposal SGE500-11-R-0034" on or before **Friday, April 15, 2011, 15:00 hour's local time**, via international courier to the following address:

American Consulate General
Regional Procurement Support Office (RPSO)
Giessener Strasse 30
60435 Frankfurt am Main
Germany

The international courier packages shall be marked for the attention of Ms. Joanna Catsamaki, Tel: (++49) 69 7535-3318 or 3300. No proposals will be accepted after the time indicated above.

Thank you for your interest in working with the U.S. Government on this Project.

Sincerely,

A handwritten signature in blue ink that reads "Ray Bouford".

Raymond W. Bouford
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SGE50011R0034		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Joanna Catsamaki		b. TELEPHONE NUMBER (No collect calls) 6975353118 c. EMAIL catsamakij@state.gov	6. SOLICITATION ISSUE DATE 03/17/2011 8. OFFER DUE DATE / LOCAL TIME 04/15/2011 15:00:00	
9. ISSUED BY AMERICAN CONSULATE GENERAL FRANKFURT GIESSENER STRASSE 30 ATTN: RPSO FRANKFURT, 60435 GERMANY			CODE FRANK	10. THE 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"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334220 SIZE STANDARD:		
				11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS	
15. DELIVER TO AMERICAN EMBASSY KABUL GREAT MASOUD ROAD ATTN: GSO/WAREHOUSE KABUL AFGHANISTAN			CODE KABUL	16. ADMINISTERED BY AMERICAN CONSULATE GENERAL FRANKFURT GIESSENER STRASSE 30 ATTN: RPSO FRANKFURT, 60435 GERMANY		
17a. CONTRACTOR/OFFEROR CODE			FACILITY	18a. PAYMENT WILL BE MADE BY AMERICAN EMBASSY KABUL GREAT MASOUD ROAD ATTN: FMC KABUL AFGHANISTAN		
Contact Telephone No.			Duns	CODE KABUL		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

See Line Items Section

25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input checked="" type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</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.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED
			Raymond W. Bouford		

Line Item Summary	Solicitation Number: SGE50011R0034	Contract Number:	Title:		Date of Solicitation: 03/17/2011
Line Item No.	Description	Quantity	Unit	Unit Price	Total Cost
001	See Section 3 Supplies / Services and Prices Doc Ref No: Delivery Date	0.00	LT		
	FOB:				

Schedule Continuation

1. TYPE OF CONTRACT

This is a firm fixed price contract payable entirely in the currency indicated by the Contractor in Section 3, Supplies/Services and Prices. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the prices or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.

2. TERM OF THE CONTRACT

This contract shall be effective on the date of the Contracting Officer's signature and shall remain valid until all vehicles and services are received and accepted by the U.S. Government.

3. SUPPLIES / SERVICES AND PRICES

The Contractor shall provide to the U.S. Government Mobile Electronic Equipment Trucks for the use as a Television Broadcast Production Unit by various network television stations located in Afghanistan using the minimum requirements described in the specifications for the stated firm fixed price. Further, the Contractor shall properly perform pre-delivery inspection on the vehicles and transport them to the location set forth in Section 10, Place of Delivery. The firm fixed price shall include the vehicles, pre-delivery inspection, registration, transportation, title documents, operator's manuals, warranty certificates, and any other documentation mandated by the Government of Afghanistan. All documents and manuals of the vehicles shall be furnished in the English language.

3.1 BASE ITEMS

Satellite / Microwave Television Broadcast Trucks

Mobile Electronic Equipment Trucks built IAW attachments (Appendix A & B) of this solicitation. The Government intends to purchase three (3) trucks and reserves the right to award to one or more contractors depending on the overall cost and delivery time. Any variances must be listed in your proposal.

Below the US Government has provided three line items were companies can provide separate costs and separate delivery times for each vehicle.

LINE ITEM NUMBER 001:

<u>QUANTITY</u>	<u>UNIT PRICE</u>	# days to manufacture and delivery to the US Embassy in Kabul, Afghanistan
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1 Each	_____	_____
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LINE ITEM NUMBER 002:

<u>QUANTITY</u>	<u>UNIT PRICE</u>	# days to manufacture and delivery to the US Embassy in Kabul, Afghanistan
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1 Each	_____	_____
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LINE ITEM NUMBER 003:

<u>QUANTITY</u>	<u>UNIT PRICE</u>	# days to manufacture and delivery to the US Embassy in Kabul, Afghanistan
1 Each	_____	_____

LINE ITEM NUMBER 004:

Shipping and Insurance to Kabul, Afghanistan

Shipping and Insurance Cost to deliver each truck C.I.F Destination to the U.S. Embassy Kabul, Afghanistan, in accordance with FAR 52.247-42, C.I.F. Destination (APR 1984), of this solicitation.

<u>QUANTITY</u>	<u>UNIT PRICE</u>
1 Each	_____

3.2 OPTIONAL ITEMS

Please refer to Appendix A, Vehicle Specifications for more details related to the optional items. Any variances must be listed in your proposal.

LINE ITEM NUMBER 005:

Satellite antenna: 2.4 meter Satellite antenna to replace 1.8 meter specified in Appendix A.

<u>QUANTITY</u>	<u>UNIT PRICE</u>
1 LOT	_____

LINE ITEM NUMBER 006:

Spares: Please recommend spares for the vehicle and all installed components.

<u>QUANTITY</u>	<u>UNIT PRICE</u>
1 LOT	_____

LINE ITEM NUMBER 007:

Backup Generator: Onan 40YD CR 622C PTO in addition to the specified generator in Appendix A.

QUANTITY UNIT PRICE

1 LOT _____

LINE ITEM NUMBER 008:

Video System Upgrade: Replace specified production switcher and routing switcher with Ross Vision 1 production switcher, Evertz Xenon 64 X 64 routing switcher, and an Evertz 7867VIP16-DUO multiviewer.

QUANTITY UNIT PRICE

1 LOT _____

LINE ITEM NUMBER 009:

ENG/SNG truck: Remove the microwave and satellite gear from this truck and build it into a Ford E350 based ENG/SNG truck. Include minimum amount of equipment for switching and monitoring.

QUANTITY UNIT PRICE

1 LOT _____

3.3 CURRENCY

This requirement must be priced in U.S. Dollars

3.4 PLACE OF PERFORMANCE

The Contractor's place of performance for this contract is:

(to be inserted by the Contractor)

4. STATEMENT OF WORK / SPECIFICATIONS OF VEHICLES AND SERVICES

This Statement of Work (SOW) defines the design concept, fabrication requirements and acceptance criteria required for the Satellite / Microwave Television Broadcast Unit also known as an Electronic Field Production Unit (EFP) for use by various network television stations located in Afghanistan. The primary use of the vehicle is for live sporting events, such as Buzkashi, Soccer, Cricket and other sports, both outdoors and indoors. This vehicle shall be designed to provide a mobile, reliable, weather resistant, and environmentally controlled work space for the operating production personnel. The vehicle shall have an autonomous power system capable of 24 hour continuous operation. The vehicle shall be designed to travel on improved (asphalt) and semi-improved (composition grade) and un-improved (dirt, sand) roads in Afghanistan without degradation, it does not need to travel off road. The design of this vehicle should be such that it requires no more than two (2) persons to mobilize, demobilize, and store.

5. APPLICABLE DOCUMENTS

The documents applicable to this effort are: USFMVSS Department of Transportation, Federal Motor Carrier Safety Regulations, latest revision

National Electrical Code, 2011

Society of Automobile Engineers SAE J2202 Heavy Duty Wiring Systems for On Highway Trucks

Safety Requirements shall meet California OSHA.

400/230V 50Hz power system: DIN VDE 0100

6. REQUIREMENTS

6.1 General

The U.S Government will be donating these vehicles to various broadcasters located within the country of Afghanistan. Due to the time required in manufacturing these vehicles in a manner that meets the governments specifications and time table, the US Government reserves the right to award the contract to one or more Contractors depending on Contractor experience, past performance, delivery schedule as required in section 10 (240 calendar days) including delivery time and cost to the US Embassy in Kabul. The best overall situation will be of most importance to the government and not necessarily the lowest cost; however, that will be a weighing factor.

The US Government intends on awarding a contract to Mr. Paul Bickford to act as a system and designer consultant to the COR for this project. The successful offeror(s) shall be required to work in conjunction with the COR and the consultant in the planning, building and final check (Proof of performance) of these vehicles.

After award the successful offeror/s shall be required to take part in a post award meeting at manufactures location this meeting shall be held as soon as possible but no later than 14 calendar days after contract award. The COR and the consultant will provide audio, video, intercom, satellite uplink, microwave system and VOIP telephone drawings for the successful offeror(s) that shall comply with the equipment list that is contained in Appendix-C of this solicitation.

6.2 Design and Construction

Appendix A of this SOW delineates the specifications required of the Mobile Unit to be developed under this contract. Appendix B depicts an architectural sketch with limited dimensions recommended for this Mobile Unit. The offerors product shall meet or exceed the requirements set forth in this source control document.

The offerors shall be an experienced manufacturers of special purpose vehicles and shall be an experienced Broadcast Systems vehicle builder or be teamed with an experienced Broadcast Systems vehicle builder. The offerors shall not use up fitted commercial cargo type bodies for this application. Offerors shall provide their qualifications as part of their technical proposal.

6.3 Design and Construction Reviews

Two design reviews shall take place, the first immediately after award, and the second after the Contractor has completed their design, but before construction starts. Construction may not start until the Contractor's design is approved by the Contracting Officer's Representative (COR). The Contractor shall support the design reviews in person at the Contractor's facility.

A minimum of two construction/manufacturing reviews shall take place for each vehicle, the first at the midpoint in the vehicles construction/manufacturing and the second review at completion. Contractor's Quality Control manuals or procedures shall be presented to the Contracting Officer's Representative (COR) at the final Design Review, which are required as an aid to the Construction Reviews.

6.4 Logistical Support of the Contracting Officer's Representative (COR) and the Consulting Engineers

It is the intention of the US Government to send the COR and or the consulting engineer(s) to the Contractor's facilities for upwards of two weeks prior to product completion and periodically throughout the vehicles construction up fit and integration. The consulting engineer is tasked with assuring the end user that the quality of construction and the installation of the electronics hardware is performed using generally accepted engineering practices. The Contractor is to support this effort by providing an office or workspace that has as a minimum a desk or table, phone (for receiving calls) electrical power connections for electronics equipment and access to the vehicle(s) being built for the State Department.

6.5 Exit Criteria

The Contractor shall provide a complete checklist of all equipment and hardware provided with these vehicle/s including model number and serial numbers prior to the vehicle departing their facility. In addition the Contractor/s shall perform the Acceptance Tests described in section 7.1 of the solicitation and shall issue a certificate of compliance that this vehicle meets all the requirements of the Contractor's checklist and forthcoming contract.

7. QUALITY ASSURANCE PROVISIONS

7.1 Acceptance Tests

Acceptance tests shall be performed by the Contractor and shall consist of inspection and functional tests to determine compliance with the requirements specified herein and with the Contractor's quality control procedures. The US Government; COR or the consulting engineer will witness these functional tests of the completed product as described below. The Contractor shall notify the COR and the consulting engineer two weeks prior to testing so that customer representatives may witness factory acceptance testing should they desire to do so. The COR or the consulting engineer will try to be available at the time Contractor states in the notification. Should the contractor fail to provide two week notification, the contractor shall postpone all testing until such time as the COR or the consulting engineer can be present.

7.2 Test Conditions

Unless otherwise specified, all tests shall be performed at prevailing temperatures at the time of test, which may require some of the tests to be performed indoors depending on the test or if outside conditions are unsuitable.

7.3 Test Requirements

7.3.1 Visual Inspection

Each vehicle shall be inspected visually and mechanically to determine that the vehicle/s meets the requirements specified herein. The inspection shall include a dimensional check, weight check, inspection of workmanship, identification marking, operation and completeness of all vehicle system and hardware, cleanliness, and finish. Spontaneous In-process inspections may be conducted by the COR or the consulting engineer at the Contractor's facility at their discretion.

7.3.2 Water Resistance Integrity

A suitable demonstration shall be performed providing certification of water resistance (i.e., no detectable internal leaks from sprayed water, etc.). This test at a minimum will consist of spraying the vehicle from all sides with water emanating from a spray nozzle at not less than 50 psi (3.45 bar) and no more than 5 feet (1.5M) from vehicle.

7.3.3 HVAC Test

The Contractor shall demonstrate that the HVAC system adequately and evenly heats and cools the interior of the trailer. The Contractor, through analysis shall demonstrate that the HVAC is capable of maintaining the vehicles manned interior areas ambient air temperature at 68° Fahrenheit (20° C) with the estimated heat load described in Appendix A plus eight people and in the extremes of Kabul, Afghanistan's climate. The system shall be able to maintain an ambient air temperature in the equipment racks that is 10° F (5.5°) less than the maximum operating temperature of the lowest rated electronic equipment in the equipment racks. A Compliant HVAC system for this test is defined as holding inside ambient air temperature at 68° F (20° C) for a period of not less than eight (8) hours. The US Government requires that the cooling test take place with the vehicle located in direct sunlight to best simulate real world conditions with an outside temperature of 90 ° F (32° C) or higher. The US Government requires that the heating test take place without sunlight and an outside temperature of 20° F (-7° C). Should due to the existing weather condition at testing time, the one or the other tests are not be possible as required then a suitable substitute will be offered to the COR and the consulting engineer. (The cooling test is the more important).

7.3.4 Power Tests

The Contractor, through analysis, shall demonstrate that the power system is adequately sized for the expected power load. In addition the Contractor shall demonstrate the vehicle mounted power system by simulating a worst case power condition (turning on all lights, HVAC, and all other electronic equipment connected to the power system) and running the system for not less than two (2) hours under these conditions. The test shall be performed using the generator and using the remote power cables and connections connected to commercial power provided as part of this vehicle. If the test is performed in the United States a 50Hz power source must be used.

7.3.5 Electrical Inspection

The Contractor shall demonstrate the operation of all electrical equipment inside and outside the vehicle without exception. The outside equipment shall operate in accordance with DOT and Federal highway regulations.

7.3.6 Weight

The Contractor shall weigh the vehicle fully loaded with driver and passenger on certified scales and provide: total weight, front axle weight, rear axles weight, right side weight, left side weight, and a weight of each or each pair of wheels. If any weight exceeds vehicle manufacturers specification less a 5% safety margin the vehicle will be rejected. The driver and passenger must weigh 150lbs (68Kg) each or more.

7.3.7 Rejection

Failure of any of the equipment to pass any part of the acceptance test shall be cause for the equipment under test to be rejected.

7.3.8 Certification

The Contractor shall certify in writing that this vehicle complies with the design requirements specified herein.

8. PREPARATION FOR DELIVERY

8.1 Delivery

The vehicle shall be protected and marked in accordance with good commercial practice to ensure delivery in satisfactory operating condition. Delivery to the U.S. Embassy in Kabul, Afghanistan including insurance during travel shall be the responsibility of the offeror/s, the contractor may submit their request for payment upon acceptance of the vehicles and providing proof of shipment of the vehicles by the contractor, the US Government shall retain 8% of the vehicle price pending until successful delivery of the vehicles to Afghanistan and completion of the in country commissioning has taken place.

8.2 Packing

The vehicle shall be serviced for operation using proper grades and amounts of lubrication in accordance with best commercial practice. All loose equipment shall be secured to prevent damage from rough handling or transportation.

9. WARRANTY

These vehicles are to be given to Afghan Broadcasters; all warranties and maintenance agreements **must** transfer to the end user designated by the U.S. Department of State. Please state your warranty as a builder and integrator and include all the warranties for the installed equipment. Please state how the warranty is to be honored in Afghanistan.

10. PLACE OF DELIVERY

Period of Performance

The period of performance is expected not to exceed eight (8) months from contract award including delivery to the US Embassy Kabul for all three vehicles. However, place your number of days required in Section 3 and the delivery time will be an evaluation factor.

After completing all tasks, the Contractor shall deliver the subject vehicles C.I.F. Destination to the American Embassy in Kabul, Afghanistan in accordance with the procedure described in Section 11 Duty-free / Shipment and Customs Clearance procedures. American U.S. Flag carriers are required as per FAR clause 52.247-6 under Contract Clauses.

11. DUTY-FREE / SHIPMENT AND CUSTOMS CLEARANCE

In accordance with the procedure described below:

The contractor shall be responsible for obtaining customs clearances. The US Government will be responsible for obtaining exemption certificates when the Contractor provides the required paper work, see below for more instructions.

Afghan Tax Exempt Form (Maffi Naama): Every contractor, supplier, or embassy office that intends to import goods or construction materials into Afghanistan for projects that are initiated by the DOS and requires them to be classified as tax-exempt, is required to submit a completed Tax Exempt Form (Maffi Naama) to the Ministry of Foreign Affairs (MFA) and the Afghan Customs Department (ACD) of the Ministry of Finance (MOF) for a tax exemption authorization.

- Contractors are required to prepare a Tax Exempt Form (Maffi Naama) and submit it with the correct shipping documentation to the respective agency/section for approval.
- Respective agency or section verifies that the documentation refers to the correct shipment and that no illegal goods are being transported under Afghan law and U.S. regulations, and issues a memo to GSO Customs and Shipping requesting a tax exemption letter.
- After authentication/confirmation, GSO Customs and Shipping will then write a Diplomatic Note indicating the nation, invoice number, way bill number, and where relevant, the container number. This Diplomatic Note will indicate to Afghan Customs that the DOS/U.S. Embassy Kabul seal certifies that the goods being delivered are for the exclusive use of the USG.
- After preparing the Diplomatic Note and Embassy seal, the contractor's representative will collect the shipping documents and Tax Exemption Form "Maffi Naama" to give to the MFA and ACD, and will complete the paper work to obtain a tax exemption authorization. This process currently takes between 5-7 weeks.

Importing Shipments by Road From Pakistan:

This requires an additional shipping confirmation e-mail to be sent to U.S. Consulate Karachi for Pakistan Customs clearance. It is the responsibility of the importing party (contractor, supplier, etc.) to ensure that these documents, along with the complete address of the shipping agent in Karachi, are submitted to both U.S. Consulate Karachi and to us, GSO Customs and Shipping, here at U.S. Embassy Kabul.

Documentation: Afghan Tax Exempt Forms must be completed and stamped by the U.S. Embassy before being presented to an Afghan Customs Official with the following supporting documentation. The complete package for Customs Clearance Request (CCR) includes:

- **Original Commercial Invoice** (or Verified Copy of the Original)
- **Bill of Lading** (for cargo Transiting by Ship) or **Airway Bill** (for Cargo Arriving by Air)
- **CMR** (for cargo that has only traveled by land, for example, from Turkey)
- **Packing List** (in English or accompanied by verified English translation) If the commercial invoice lists all contents a separate packing list is not required.
- A **Certificate of Origin** is required for cargo that arrives in Afghanistan via Herat or Islam Qalah.
- **Afghan Customs Form ("Maffi Nama")** completed by the shipping agent in Dari or Pashto. A sample is attached.

Delivery requirement: Embassy shipping contractors are responsible to arrange full delivery. To arrange delivery of containerized shipments to the Embassy, a permit from Police HQ must be obtained. GSO Customs and Shipping applies for, and obtains a permit for the transporter because Police HQ does not issue permits directly to Pakistani-based transporters. The transporter or shipping company must provide the following documents to the Embassy:

- Guarantee Letter in Dari
- Copy of the Business License
- Copy of the Driver's License and ID of the driver

- Copy of Truck Registration (Jawaz Sair)

All copies need to be in color.

Marking and Consignee for Door to Door Delivery Service is:

American Embassy
Kabul, Afghanistan
C/O (name of the shipping agent)
Tel#.....

Description of goods on the AWB for all incoming official shipment must read “**Diplomatic cargo**”. This is very important. Many shipments are delayed due to this minor mistake.

12. SUBMISSION OF INVOICES

Invoice(s) in original and two copies shall be submitted to the following office for payment:

American Embassy
Attn: FMC
Great Massoud Road
Kabul, Afghanistan

The Contractor shall further submit one copy of each invoice to the following office as a record for the contract file:

American Consulate General
Regional Procurement Support Office (RPSO)
Giessener Str. 30
60435 Frankfurt am Main
Germany

13. CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Civilian Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

14. PERIOD FOR ACCEPTANCE OF OFFERS

The offeror agrees to hold the prices in its offer firm for ninety (90) calendar days from the date specified for receipt of offers.

15. ATTACHMENTS

Appendix A Mobile Unit Description / Specifications
Appendix B Mobile Unit Architectural Drawings

CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (JUNE 2010)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by [33.211](#) if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by

EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors 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.

(End of clause)

Addendum to Commercial Item Clause FAR 52.212-4

**52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
(FEB 2006)**

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. App. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both —

- (i) The Contracting Officer, and
- (ii) The: Office of Cargo Preference
Maritime Administration (MAR-590)
400 Seventh Street, SW
Washington DC 20590.

Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (A) Sponsoring U.S. Government agency.
- (B) Name of vessel.
- (C) Vessel flag of registry.
- (D) Date of loading.
- (E) Port of loading.
- (F) Port of final discharge.

- (G) Description of commodity.
- (H) Gross weight in pounds and cubic feet if available.
- (I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial items unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington DC 20590
Phone: (202) 366-4610

52.247-42 -- C.i.f. – Destination (APR 1984)

(a) The term “c.i.f. destination,” as used in this clause, means free of expense to the Government delivered on board the ocean vessel to the specified point of destination, with the cost of transportation and marine insurance paid by the Contractor.

(b) The Contractor shall --

(1)

- (i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements;
- (2)
- (i) Deliver the shipment in good order and condition; and
 - (ii) Pay and bear all applicable charges to the point of destination specified in the contract, including transportation costs and export taxes or other fees or charges levied because of exportation;
- (3) Obtain and dispatch promptly to the Government clean on-board ocean bills of lading to the specified point of destination;
- (4) Be responsible for any loss of and/or damage to the goods occurring before delivery;
- (5) At the Government's request and expense, provide certificates of origin, consular invoices, or any other documents issued in the country of origin or of shipment, or both, that may be required for importation into the country of destination; and
- (6) Obtain and dispatch to the Government an insurance policy or certificate providing the amount and extent of marine insurance coverage specified in the contract or agreed upon by the Government Contracting Officer.

**DOSAR 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979,
AS AMENDED (AUG 1999)**

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott", and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

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

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

[Contracting Officer check as appropriate.]

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

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) ([31 U.S.C. 6101 note](#)). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (7) [52.219-3](#), Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) ([15 U.S.C. 657a](#)).

___ (8) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (9) [Reserved]

___ (10)(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](#).

___ (11)(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](#).

___ (12) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

___ (13)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

___ (iii) Alternate II (Oct 2001) of [52.219-9](#).

___ (iv) Alternate III (Jul 2010) of [52.219-9](#).

___ (14) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (15) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

- ___ (16)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of [52.219-23](#).
- ___ (17) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (18) [52.219-26](#), Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- ___ (19) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).
- ___ (20) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- (21) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- (22) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- (23) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (24) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (25) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- ___ (26) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- ___ (27) [52.222-37](#), Employment Reports on Veterans, (Sep 2010) ([38 U.S.C. 4212](#)).
- ___ (28) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (29) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (30)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (31) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (32)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (33) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).
- ___ (34) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (35)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (36) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (37) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (38) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (39) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (40) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (41) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (42) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (43) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (44) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).

___ (45) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

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

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

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

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

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

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUNE 2008)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying

alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

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

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

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

(End of provision)

ADDENDUM TO FAR PROVISION 52.212-1

DOSAR 652.206-70 COMPETITION ADVOCATE / OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

ACQUISITION METHOD

The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SPECIFIC SUBMITTAL REQUIREMENTS

1. The offeror must submit a signed SF 1449.
2. The offeror must submit a completed section B with their pricing
3. The offeror must agree to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers
4. The offeror must submit a completed Representations and Certifications – Commercial Items.
5. The offeror must submit a statement that it will build the vehicle to the specifications attached to this solicitation or else list all variances to the specifications
6. The offeror must supply information that will convince the evaluators that the company is an established manufacturer of Outside Broadcast Trucks of the complexity in the attached Specifications.
7. The offeror must provide information that convinces the evaluators that the offeror is an authorized manufacturer of special purpose vehicles and be able to issue original manufacturer's statement of Origin (MSO).
8. The offeror must supply information to convince the evaluators that the offeror will use a truck chassis and engine the same as in the specification or equal to the specifications.
9. The offeror must submit references for at least three sales of similar vehicles for past performance verification. Government contracts should be listed if you have any.
10. The offeror must submit the summary income statements and Balance sheets for the last three years for the Contracting Officer to make his responsibility determination.
11. The offeror must provide the delivery time required for all three vehicles at a time.

(a) Delivery of Proposals:

The complete proposal, including original and two copies, shall be sent via international courier, in a sealed envelope marked "Proposal SGE500-11-R-0034", to the following address. Please note that the proposals may not be submitted by Fax.

American Consulate General
Regional Procurement Support Office (RPSO)
Giessener Strasse 30
60435 Frankfurt am Main
Germany

The international courier packages shall be marked for the attention of Ms. Joanna Catsamaki, Tel: (++49) 69 7535-3318:

Note: Offerors shall submit their Price Proposal separately from the rest of their proposal, e.g., Technical Proposal (including past performance etc.), as the Price Proposal will be evaluated independently.

(b) Closing Date of Proposals:

The complete proposal shall be submitted to both of the above mentioned locations in a sealed envelope marked "OFFER SGE500-11-R-0034" on or before Friday, April 15, 2011, 15:00 hours local time.

No offers will be accepted after the time indicated above.

EVALUATION FACTORS

Section 4 – EVALUATION FACTORS

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. Evaluation Factors

This procurement is a simplified acquisition under FAR Part 13.5. Evaluation will be conducted under simplified acquisition procedures in FAR Part 13.106-2(b)

- A. All proposals will be reviewed to ensure that each proposal is a complete submittal to include sections 1 through 12 (Specific Submittal Requirements). The Government may eliminate proposals that are missing required information. Offerors must prepare proposals that meet all of the requirements in this solicitation.
- B. The government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation, and is the most advantageous to the Government, price and other factors considered.
- C. The Government intends to make award to the offer determined to be the “best value” by a **subjective tradeoff** between the proposed vehicle best meeting Government specifications, delivery time and price. Selection will not be by detailed scoring criteria.
- D. Technical and past performance, when combined, are more important than price but price will become more important as the other factors become more equal.
- E. The Government reserves the right to reject proposals that are unreasonably low or high in price without further evaluation. In establishing whether or not a price proposed has been understated, a comparison maybe made between the proposed price and (1) the independent government estimate; and (2) current price information from other offerors and independently obtained cost and price data.
- F. Separate from the evaluation above, the Contracting Officer must make a responsibility determination in accordance with FAR 9.1. Responsibility will be determined by analyzing whether the apparent successful offeror complied with the requirements of FAR 9.1 including:
- (a) Adequate financial resources or the ability to obtain them;
 - (b) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - (c) Satisfactory record of integrity and business ethics;
 - (d) Necessary organization, experience, and skills or the ability to obtain them;
 - (e) Necessary equipment and facilities or the ability to obtain them; and
 - (f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- G. The Government will evaluate the offerors ability to conduct required equipment demonstrations in Afghanistan.

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

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

(End of provision)

OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JAN 2011)

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern—

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

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

[List as necessary]

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

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

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

(2) [] Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

(o) *Sanctioned activities relating to Iran.*

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

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

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

(End of provision)

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

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

Foreign person means any person other than a United States person as defined below.

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

- (b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

Appendix A & B follows. All vehicles must meet these specifications or the proposal must list the variances required.

Appendix A

Vehicle Description:

The following specifications are intended to be broad enough to allow custom vehicle builders the latitude to specify the vehicle the way you normally build them without being forced into another vendor's style of construction.

The mobile production vehicle is a fully self-contained Diesel powered outside broadcast truck with satellite uplink capability and terrestrial microwave capability, housed in a 6.7m (22') body designed for remote Television field productions. It will be capable of accommodating as many as 8 SD/HD cameras and a full complement of audio and video equipment and will mount a Diesel generator in a sound reducing enclosure.

A multi-tapped mains 3 Ø isolation transformer is provided to enhance operator safety, minimize ground loops and noise from shore power sources and speed initial setup and deployment. The vehicle shall mount a 6.7 meter [264 inch] body. It is the vendor's responsibility to assure proper weight distribution for operator safety, handling characteristics and overall vehicle durability. The vehicle shall conform to current US FMVSS – DOT regulations or current European Union regulations.

One of the primary concerns is maintaining the vehicle in Afghanistan, If you as a vendor have better alternatives to the following specifications please submit them, but you must provide documentation to back up your claim of being easier to maintain or operate in Afghanistan.

Vehicle Specifications:

1. CHASSIS:

Freightliner M2 Series Chassis or equal with Mercedes Benz high sulfur diesel Engine

1.1 A single rear axle truck is desired.

1.2 Include detailed specifications of chassis specifications.

1.3 Four (4) hydraulic stabilizing jacks, Mounted to the frame of the vehicle, one jack behind each wheel. Jacks are straight acting and extend to the ground to stabilize the vehicle. Each front jack has a capacity of 12,000 pounds and each rear, 24,000 pounds. The jack control panel is mounted on the Power Control, Monitor and Circuit Breaker Panel. The jack control panel contains "power on" switch with indicator, touch pad leveling, "jack extended" indicators, and four "level" indicators.

2. BODY:

2.1. Custom 6.7m [264"] Body. Vendor to propose body construction based on the following criteria:

- 2.1.1 Durability, the body must be designed and built to last 15 years in daily service.
 - 2.1.2 Maintainability, the body must be able to be repaired locally using a minimum of tools (a hand brake, TIG welder and paint equipment would be ideal). This means no proprietary or custom extrusions that will be unattainable locally, or you must include with the spares adequate supplies of the extrusions to repair major damage. All metric fasteners are preferred, please note the thread type of fasteners (metric or inch) you will be using.
 - 2.1.3 You must submit detailed drawings and description of your body construction, door construction, door latching systems, compartment construction, step construction, and mounting system to the chassis for evaluation. Lifetime studies, history, photographs, and any other information that will prove your body construction is superior should be included. If the information is proprietary mark the submittal information and it will not be shared. If these are not included your bid will be rejected.
 - 2.1.4 Materials, you must submit specifications for the materials used in the construction of the body including finishes, metal types and where used, insulation, and any other materials that determine the looks and the useful life of the body.
- 2.2. Ingress/Egress
- 2.2.1. Truck work areas - custom designed and manufactured stowaway aluminum steps with hand rails. Please give detailed drawings and description of how the steps set up and how they store. Provide weight capacity.
 - 2.2.2. Storage and Maintenance areas - custom designed and manufactured stowaway aluminum steps without hand rails. Please give detailed drawings and description of how the steps set up and how they store. Provide weight capacity.
 - 2.2.3. Roof – detachable ladder, all aluminum. Include detailed specifications in proposal
- 2.3. Cable Pass Throughs
- Four (4) 100mm x 100mm [4 inch x 4 inch] access holes (pass through) with lockable doors located to provide convenience access on each side of unit to provide cable access to the interior of the vehicle. Locations will be determined during initial design review.
- 2.4. Storage Compartments
- 2.4.1. Rear cable reel storage area as per supplied drawing.
 - 2.4.2. Under floor storage compartments, maximum possible.
 - 2.4.3. All doors have watertight seals and are key locking with positive latches.
 - 2.4.4. Under floor storage compartments shall have one auto on/off LED work light located at each door, the light must give illumination in the entire compartment.

- 2.4.5. Under floor storage compartments shall be sprayed with non slip industrial grade black bed liner or may use a product such as Dri-Dek®.
- 2.5. Satellite Antenna mount.
A roof mounting system must be incorporated into the body design to accommodate up to a 2.4 meter SNG satellite antenna.
- 2.6. Telescoping Mast mount.
A rear mounting system must be incorporated into the body design to accommodate up to a 17 meter mast.
- 2.7. Curb Side Awning - An electric awning, approximately 6.7m (22') in length will be installed on the curb side of the vehicle. The awning will be equipped with a wind sensor which will monitor wind speed and close the awning automatically in high winds. The color will compliment the vehicle exterior.
- 2.8. Rear Awning - An electric awning, approximately 1.8m (6') in length will be installed on the rear of the vehicle. The awning will be equipped with a wind sensor which will monitor wind speed and close the awning automatically in high winds. The color will compliment the vehicle exterior.
- 2.9. Custom designed logo and striping from customer supplied Artwork, (since this is not determined budget \$5,000.00 US).
- 2.10. Interior of Body Walls
 - 2.10.1. Vendor is responsible for adequate insulation of the body to meet the requirements in 4.3.3 for the HVAC system. Detailed specifications of insulation system proposed and R values must be included in proposal
 - 2.10.2. Vendor is responsible for interior wall construction. Detailed specifications and drawings of the interior floor, walls, and ceiling must be included in proposal. No use of wood or wood products is preferred.
 - 2.10.3. Interior walls are covered with industrial grade, tight-looped or cut pile anti-static fire resistant carpet; color will be selected at the first design review. Carpet must not run when screws are drilled through it. Include detailed specifications of carpets with proposal.
- 2.11. Floor
 - 2.11.1. Interior floor is covered with an industrial grade rubber tile or sheet covering. Sheet covering such as Lonseal Loncoin is preferred. Detailed specifications of flooring, adhesive and trim must be included with proposal.
- 2.12. Ceiling
 - 2.12.1. Shall be covered with charcoal gray Sonex® 25mm Sound control insulation panels or equal for additional noise reduction in operations area, carpet is acceptable in storage and maintenance areas..

3. CABINERY AND RACKS:

3.1. Racks

- 3.1.1. Equipment racks must follow IEC 60297 standards. Rack heights and depths provided as required by space and equipment. Quantity and location of racks as shown on plans. It is preferred the mounting holes be M5 or M6. Detailed construction details must be included with proposal.

3.2. Cabinets

- 3.2.1. Interior storage cabinets, bench and consoles are preferred to be made of Aluminum. Detailed specifications of construction must be included with proposal.
- 3.2.2. Custom console tops to be made of a solid surface countertop material such as DuPont Corian® or equivalent.
- 3.2.3. Exposed cabinet surfaces to be powder coated or carpet covered. Specify in proposal.

3.3. Chairs

- 3.3.1. Eight (8) fully adjustable fabric upholstered, pneumatic swivel task chairs with tie-downs for transport attached to the walls or floor. See plan for location. The chairs must be high quality, equivalent to a Herman Miller Aeron or Humanscale Liberty.
- 3.3.2. Chair color is black.

3.4. HVAC

- 3.4.1. It is the vendor's responsibility to design and size the HVAC system to meet the demands of climate and use. The unit will be designed for mobile use, no stationary models such as Bard, it should have redundant operation, use digital scroll technology for capacity control and continuous compressor operation, must work with outside temperatures from -20° to +115° F (-29° to 46° C) . HVAC must operate on both shore power and generator power. Detailed specifications and calculations must be included with the proposal. RV roof mount units are not acceptable. Recommended vendor is Northern Air of Rochester, NY.
- 3.4.2. The units shall have two digital thermostats located within each work area for easy access.

3.5. Input /Output Panel

One (1) - External input /output panel for audio, video, telephone/data and Intercom is provided on the curb side of the body, the panel must include all connectors to support the production system. The panel is to be permanently labeled with engraving, Metalphoto or equivalent system; silk screen will not be accepted. The door is to be top hinged and use gas springs to stay open. "Wings" are attached on both sides of the compartment door to allow the door to close to a one inch opening when cables are attached. The "Wings" also protect the compartment interior from the weather. A gutter to divert water will be attached to the body above the hinge. One (1) top mount LED strip light is mounted. The light turns on and off with a toggle switch or an automatic switch. Exact I/O panel layout is to be determined by client and by vendor engineering department. Approved drawings are required prior to manufacture of the panel. All microphone inputs will be XLR Female with ground lift switches.

4. ELECTRICAL POWER: 400/230 V, 50HZ

- 4.1. Power Control, Monitoring and Panel, Contains the switches, circuit breakers and monitoring of the 400/230 volt 50 Hz 3 phase power system and the 12 volt DC power system. The panel is to be permanently labeled by engraving, "Metalphoto" or equal methods, silk screen is not acceptable. Circuit breakers to be magnetic hydraulic type or equal. Power system drawings will be vendor's responsibility, but must be submitted to Customer before final design review and approved by Customer before work begins.

The panel will have at a minimum:

Manual power selection switch, generator or shore power.(if Optional PTO generator is chosen, 3 position switch)

Main circuit breaker for generator.

Branch circuit breakers as required.

(3) AC digital voltmeter and frequency meters monitor generator and shore power (one per phase)

(3) AC digital multimeters (volts, amps, frequency and power) to monitor Bus 1, Bus 2, and Bus 3.

Thermal or magnetic hydraulic circuit breakers for all DC branch circuits.

(2) DC digital voltmeters for the truck and body batteries.

Generator "Stop/Start" switch, coolant temperature gauge, over temperature alarm, Oil pressure gauge, low oil pressure alarm, and hourmeter.

Battery disconnect switch (12 VDC)

Three AC scene light switches (1 switch per side)

LED indicators for "mast up", "jacks down", and "satellite up"

Alarms for "mast up", "jacks down", and "satellite up"

Switch for mast top strobe.

4.2. DC Power

- 4.2.1. DC wiring will be in the cable raceways in the floor and ceiling, it will not run in the walls unless the device the wire connects to require routing in the wall. Wiring will be contained in flex loom. Wires passing through metal bulkheads shall be grommeted at all pass through points.
- 4.2.2. Battery charger must be a 3 stage charger with clean DC output (no electrical noise) able to power all DC installed equipment plus 10%. The vendor is responsible for calculating load. The load calculations will be supplied to the Customer before the final design review.
- 4.2.3. Auxiliary batteries for body DC power shall be two Trojan 8D-AGM 12VDC batteries or equivalent connected in parallel and mounted in an enclosure in one of the under floor boxes. The battery enclosure must be properly ventilated and the batteries must be secure under all road conditions.

4.3. AC Power

- 4.3.1. Primary and secondary AC wiring will be installed in UL/CSA approved metal conduit or in raceways below the floor or in the ceiling, the high voltage raceways may not be shared with any other wiring. All cables will be stranded conductors, no solid conductors. All AC and DC wiring shall conform or exceed to current NEC electrical codes or to DIN VDE 0100 . No type NM wire to be used.
- 4.3.2. 230 VAC Outlet strips in each equipment rack. The Outlet strips must have 10% more outlets than required per rack. Each strip will be ground isolated from the rack. The outlets must be of the type used in Afghanistan.
- 4.3.3. Ten (10) Convenience duplex outlets will be located in the interior of the body. Location will be determined at first design review.
- 4.3.4. Four (4) - Weatherproof single duplex GFCI 230 VAC duplex outlets, one (1) on each corner of the vehicle.

4.4. Generator

- A 3Ø generator shall be provided and sized to provide the full load electrical operation needs of the vehicle with a 20% overhead in additional capacity; I have estimated that to be 40Kw, but it will be the vendor's responsibility to determine size. Load calculations will be provided to the Customer as part of the design review. Not having the noise of the generator interfere with the operation of the vehicle is very important, detailed specifications of generator mounting and sound abatement must be included with proposal as well as an estimate of interior noise with the generator running at full load.

4.5. UPS, Onboard 12 KW 3 Ø UPS System for technical power systems. Batteries sized to provide a minimum of 10 minutes run time. Eaton Blade UPS recommended.

- 4.6. Shore Power Input 400/230 Volts 50HZ, Delta or Y connection.
 - 4.6.1. One under floor compartment will be dedicated to shore power input, input transformer and storage. A watertight round floor hatch is to be installed in the floor to allow the shore power cables to exit when in use and allow the door to close. The compartment will have LED strip lighting on the compartment ceiling. The light will turn on when the door is open and shut off when the door is closed.
 - 4.6.2. Five (5) Weather proof shore power color coded Cooper Crouse-Hinds Cam-Lok® E1016 series female inlet shall be provided. One each of green (ground), white (neutral), black (phase 1), red (phase 2), and blue (phase 3). Cam-Lok® Nema 3R receptacle covers will be installed on each inlet.
 - 4.6.3. Five (5) 30.5 meter [100'] 1/0 gauge Type "W" shore power cables with color coded Cam-Lok® power connectors matched to shore power inlet connector. These connectors shall feed the Master 3 Phase Input power breaker on the outside power panel.
 - 4.6.4. One (1) – Earth ground connection stud and ten (10) ground rods with one (1) 10m ground cable with clamp. Ground rod installation tools must be included. Use Eritech 815860 ground rods with DS58 Drive studs and HDC58 clamps or equivalent. Use Eritech EGRD58 installation tool or equivalent.
 - 4.6.5. Custom wound 3 Ø isolation transformer for shore power with primary taps for 190, 200, 210, 230, and 240 VAC 50Hz as measured from neutral to phase. Secondary voltage is 230 VAC as measured from neutral to phase.
 - 4.6.6. Six (6) Analog meters shall be provided on the panel that mounts the Cam-Lok® input connectors. Three (3) meters will measure neutral to phase voltage, and three (3) meters will measure phase to phase voltage. The panel will be permanently labeled with the function of each inlet and each meter.
- 4.7. Lighting Exterior
 - 4.7.1. Eight (8) Whelen 810CAOZR Halogen 12 VDC exterior work lights or equivalent. Minimum of three (3) per side of body, two (2) on the rear. These must be placed to illuminate the entire exterior. Open doors cannot block the lights from illuminating the steps.
 - 4.7.2. Five (5) Fire Research OPA-200-M12 230VAC exterior lights or equivalent will be mounted. Two (2) per side of body and one (1) on the rear.
- 4.8. Lighting Interior
 - 4.8.1. Track Lighting will be installed in front of each rack system over each work console, and over each work area. Each strip is to be dimmable. The lighting fixtures need to be aimable and use directional lighting such that there is one (1) fixture per operating position. Type of power is at vendor's discretion, please specify in proposal.
 - 4.8.2. One (1) - Interior 12 VDC ceiling light, LED above each entrance door.

- 4.8.3. 12 VDC LED Ceiling lights shall be provided in the work area as required for even illumination for setup, teardown, and maintenance. Vendor to determine quantity and placement. Please include specifications of lights with proposal; final layout will be determined during design. Toggle switch by each entrance door.
- 4.8.4. One (1) LED ceiling light in the rear of each equipment rack. Master switch on Power Panel.
- 4.8.5. One (1) - Door switched 12 VDC LED work light in each belly box.
- 4.8.6. Maintenance and storage areas not already specified must be illuminated with LED lights. Lights are to be switched with toggle switch near door or entrance.

4.9. Safety Equipment:

- 4.9.1. Four (4) – 5 lb ABC Fire Extinguisher, one mounted in Cab, two mounted in body, one near each entrance door, and one in the shore power compartment.
- 4.9.2. One (1) First Aid Kit, Graingers 3JNL1 or equivalent
- 4.9.3. One (1) Rear 12 VDC backup alarm ≥ 90 db
- 4.9.4. 1-Color Back up Camera Intec CVC500AH or equivalent.
- 4.9.5. Two frame mounted tow hooks.
- 4.9.6. Burglar alarm to provide perimeter protection by monitoring the vehicle access doors, generator compartment, and storage compartments when armed. Interior motion detectors will also be installed in the operations area of the vehicle. The system is armed and disarmed by a spread spectrum, code jumping remote control. When the alarm is triggered, the siren sounds and the parking lights flash. The alarm system, when triggered, will dial out to a pre-programmed telephone number to alert security personnel
- 4.9.7. A “Mast Up, Satellite Antenna UP, and Jacks Down” warning system with a red LED safety indicator lamp per function is provided on the dashboard and the Power Panel for operator safety. A 90db warning alarm is included on the dashboard as well.

5. SATELLITE SYSTEM

The following is a list of the major components, it is the vendor's responsibility to design and provide a complete operational system.

5.1. Antenna

Ku band antenna system consisting of a 1.8 meter carbon fiber reflector on 3 axis (azimuth, elevation, and polarity) motorized mount. Three (3) port feed, Receive on both H and V, one TX. The system must be designed for mobile use. Specify manufacturer, model, and options.

- 5.2. Transmit System
 - 5.2.1. HD/SD Encoder with MPEG-2 and MPEG-4 part 10 (AVC/H.264), DVB-S2 QPSK and 8PSK modulation, L Band output . BISS encryption. Inputs HD-SDI, SD-SDI. Specify manufacturer, model, and options
 - 5.2.2. Ku band amplifier system comprised of two (2) Solid State Power Amplifiers (SSPA) capable of producing 125 watts from 13.75 GHz to 14.50 GHz. The amplifiers will be configured in a 1 to 1 redundant system with an input splitter. Input to be L Band. Specify manufacturer, model, options, and how the system is to be mounted.
- 5.3. Receive System
 - 5.3.1. Two (2) LNBS to have 11.45 to 12.75 GHz input, .7db noise, +/- 10KHz L.O. stability, output frequency L Band. Specify manufacturer, model, and options
 - 5.3.2. Integrated Receiver Decoder (IRD) must be able to receive and decode the transmit stream produced by the HD/SD Encoder. Specify manufacturer, model, and options
- 5.4. Monitoring and support equipment
 - 5.4.1. Spectrum Monitor, Avcom SNG-2500C or equivalent. Must be able to monitor Encoder output, H and V receive.
 - 5.4.2. Dehydrator, manual regenerated desiccant type.
 - 5.4.3. All waveguide, cables, connectors and hardware to complete system.

6. MICROWAVE SYSTEM

The following is a list of the major components, it is the vendor's responsibility to design and provide a complete operational system.

- 6.1. Will-Burt 9.5-56 Mast or equivalent, 17 meters tall when extended and retracts to 2.9 meters. Mast will be installed on the rear of the body. This is **not** a locking collar mast.
 - 6.1.1. The mast is factory coated with a "Lukon 24" finish. This finish is Teflon based anti-friction coating which increases the life of the mast and improves cold weather operation of the mast.
 - 6.1.2. AC Air Compressor - A 1 horsepower air compressor is to be an oil-less type piston air compressor that requires no maintenance. Gast 6HCA-12-M616NEX or equivalent. The air compressor is turned on and off by a switch located on the Power Control, Monitor and Circuit Breaker Panel. The air compressor is to have a pressure switch that turns on only when there is a demand for air
 - 6.1.3. Plumbing - The pneumatic system is to be plumbed with 16mm (5/8") air brake tubing and brass fittings. Air pressure is controlled by the air pressure switch set at 2.41bar (35psi) and has a 3.45 bar (50 psi) safety valve. Mast extend and retract to be controlled by 12VDC valves with 16mm (5/8") orifices. The retract orifice to located within 2 meters of the mast and vent outside. The mast is lubricated by a 13mm (1/2") orifice oiler

- 6.2. Mast Up Safety System, the mast cannot be extended unless the vehicle's parking brake is applied. A magnetic proximity switch detects a mast rise of 2 inches or more. When the mast is extended 2 inches or more, the proximity switch turns on two very bright dash mounted LEDs. A 100 dB(A) alarm is to sound if the park brake is released while the mast is extended. The engine can be run when the mast is extended.
 - 6.2.1. Two (2) Spot Lights - 35 watt lamps illuminate the mast and 20 feet around the mast top. The lights are controlled at the location of the Mast up and down switch.
 - 6.2.2. Labeling - Safety labeling is placed on the side entrance door, on the mast up and down control, on the mast, and on all four sides of the vehicle to warn the operators of the dangers of operating the mast system and the dangers of the mast contacting a power line.
 - 6.2.3. Sigalarm or equivalent - High voltage detector, will sense the presence of energized overhead wiring and stop the mast extension.
- 6.3. Antenna Positioner – Will-Burt AP100 or equivalent with Base Plus 115 DC control.
- 6.4. Nycoil - The hose is to have a 1-inch interior diameter and is filled with the wiring which connects the mast mounted equipment to the vehicle. 1.25 inch Nycoil will **not** be acceptable. A middle "basket" style support for the Nycoil is required. Cable type supports are not acceptable.
- 6.5. Mast Top Strobe with clear lens is mounted on the top of the mast. The strobe is controlled by a switch collocated with the mast raise and lower controls.
- 6.6. Microwave Transmitter to be a Vislink MTX5000 with optional HD or equivalent, 2 GHz. Output to be COFDM DVB-T.
- 6.7. Microwave Antenna to be a Vislink 2A20SS 2 GHz, quad polarity or equivalent.
- 6.8. Off Air receive antenna to be top mounted.

7. VIDEO SYSTEM

The following are the suggested components to make the Five Camera (expandable to eight cameras) Outside Broadcast system. It is the vendor's responsibility to verify the system is complete. The vendor must supply all cables, connectors, labels, cable management, and hardware to build a complete operational system. All cables are to be permanently labeled on each end within 15cm of the connector with a unique number for each cable that is traceable to the system drawings. All cabling must be done in a neat and workman like manner. Equal or better substitutions will be acceptable, please include make and model of any substitution.

- 7.1. Five (5) cameras, Hitachi Z-HD5000-TX1, Studio HDTV Digital TRIAX camera package with NO lens. Includes: Z-HD5000 Camera Head and TA-Z3 tripod adapter, VF-HD500 5" Monochrome CRT studio viewfinder with AT-500 mount, CX-HD1000 Digital TRIAX camera adapter, TU-HD1000, Half rack Digital TRIAX CCU with 1080i, 720P, 480i, &

composite outputs, RU-1000VR small remote control with 30-ft cable

- 7.1.1. Five (5) Hitachi HD-OPT2, VF-HP840U, 8" HD LCD color VF instead of 5" BW Viewfinder, cable and mount included.
- 7.1.2. Five (5) Hitachi HD-OPT7, RU-1200JY is substituted for the RU-1000VR
- 7.1.3. Five (5) Kata RC-1 Pro Rain Cover.
- 7.1.4. Five (5) Hitachi C-100 Camera case
- 7.1.5. Two (2) Fujinon XA66X9.3BESN-D-MS21D, 66 X HD with with MS21D controls.
- 7.1.6. Two (2) Fujinon HIT-ELH, large format lens adaptor.
- 7.1.7. Two (2) Fujinon ZA12x4.5BERM, Fujinon HD WIDE POWER aspheric 12x4.5 zoom lens with B4 mount, 2x extender, servo iris, servo zoom, manual focus.
- 7.1.8. Two (2) Fujinon ZA22x7.6BERM Fujinon HD aspheric 22x7.6 zoom lens with B4 mount, 2x extender, servo iris, servo zoom, manual focus, QuickZoom.
- 7.1.9. Five (5) Fujinon MS11/3 Studio conversion kit.
- 7.1.10. Five (2) Vinten V3998-0001 Vector 90 Head black, maximum load 198 lbs
- 7.1.11. Five (2) Vinten 3901-3 HDT -1 Single stage heavy duty tripod with mid level spreader
- 7.1.12. Two (2) Vinten 3497-3B OB skid for HDT-1
- 7.1.13. Two (2) Vinten 3535-3 Soft case for HDT-1 tripod
- 7.1.14. Two (2) Vinten 3907-3 Vector 900 flight case for Vector 450, 950 and 90 head
- 7.1.15. Three (3) Vinten VB250-AP2S, Vision 250 Fluid head (3465), w/ Dual Telescopic Pan Bars (3219-91), Two-Stage Aluminium Pozi-Loc Tripod (3880), Skid/Dolly (3497-3E)
- 7.1.16. Three (3) Vinten 3781-3, Spread-Loc Mid-Level-Spreader c/w set of 3 carpet feet
- 7.1.17. Three (3) Vinten 3341-3, Soft Case for Vision 100 & 250 + EFP Tripod
- 7.1.18. Three (3) Vinten 3440-202, Soft Case for Vision ENG/ EFP Skid.
- 7.1.19. Eight (8) GTC59AB 15M Gepco Triax cable 15m inline male connector to chassis mount female connector
- 7.1.20. Five (5) GTC59AB 100M Gepco Triax cable 100m inline male connector to inline female connector
- 7.1.21. Five (5) GTC59AB 200M Gepco Triax cable 200m inline male connector to inline female connector

- 7.2. Production Switcher, One (1) Panasonic AV-HS450 The standard configuration of this compact, expandable HD/SD video switcher includes: 16 HD/SD-SDI inputs, four HD/SD-SDI outputs, two DVI outputs, dual 3D DVE functions, one upstream keyer with luminance or chroma key functionality, two downstream keyers, dual channel PinP, and four independent Aux busses. A dual-display MultiViewer with up to 20 windows is provided
 - 7.2.1. One (1) Panasonic AV-HS04M1 SDI Input board HD/SD with SD up-conversion. Includes two HD/SD compatible SDI looping inputs
- 7.3. Routing Switcher, One (1) Utah Scientific 400/32HD3-3 UTAH-400/32R frame loaded 32 inputs by 32 outputs 3G HD/SD router. 2x32 Includes dual power supplies and single crosspoint/control card.
 - 7.3.1. One (1) Utah Scientific 200/32AA32x32 UTAH-200 frame loaded 32 inputs by 32 outputs stereo analog audio. Includes dual power supplies
 - 7.3.2. One (1) Utah Scientific SC-400/AC-S YSR SC-400 control system with redundant control cards and power supplies.
 - 7.3.3. Three (3) Utah Scientific UCP-1/E Full matrix control and status panel. Panel communicates via U-NET, E-NET or RS-232/422 Fully programmable from UCON. (1RU)
 - 7.3.4. Six (6) Utah Scientific UCP-36/E Button per Source/Destination panel. 36 buttons programmable for either source, destination or function select. Panel communicates via U-NET, -NET or RS-232/422. Fully programmable from UCON. (1RU)
 - 7.3.5. Four (4) Utah Scientific BAA-200 UTAH-200 audio breakout panel. Converts 16 inputs and 16 outputs mono audio 26 pin high density "D" connectors to terminal blocks. Standard connecting cables are 3' long.
- 7.4. Character Generator, Chyron 7A00346 HYPER-X3 Pro domestic/525 single-channel, HD/SD-switchable CG/graphics system. Includes Lyric PRO software, one-year software maintenance contract and one-year hardware warranty.
 - 7.4.1. One (1) Chyron 5A01511 Single-channel HD/SD clip player option, includes two SATA drives (at least 300GB per drive) for clip storage
 - 7.4.2. One (1) Chyron 5A11511 Single-channel HD/SD clip player option for second eFX channel.
 - 7.4.3. One (1) Chyron 7A00197 Chyron keyboard with English language keycaps.
 - 7.4.4. One (1) Dell P2211H 21.5-inch Widescreen Flat Panel Monitor, Max Resolution: 1920 x 1080 / 60 Hz, Image Contrast Ratio: 1000:1, Response Time: 5 ms

7.5. Videotape and DDR:

- 7.5.1. Two (2) Sony HVR1500A, HDV video source feeder/recorder HDV and DVCAM/DV, Quick mechanical response, multi-format DV playback, Analog to digital SDI and AES/EBU, HD-SDI output, RS-422A control capabilities, Bridge between HDV and HDCAM format and between HDV and XDCAM HD format
- 7.5.2. One (1) Sony RM280, The RM-280 is a compact editing controller intended for simple VTR remote control or basic two-machine editing. The RM-280's light weight design allows for hand held operations using Sony's 9 pin protocol. The control panel provides a Jog/Shuttle dial for fast and accurate cueing.
- 7.5.3. One (1) Sony RMM141//A, Rack mount kit allows the HDW-S280 or PDW-1500 decks to be rack mounted either as a single unit, or side by side with another HDW-S280 or PDW-1500
- 7.5.4. One (1) Panasonic DMR-EH59GA-K, Multi-Zone 250GB HDD/DVD Recorder with HDD Recording, DVD Recording, 1080p Upconversion with HDMI, USB Port, Viera Link Compatibility, Music Jukebox with Gracenote Database, Improved GUI, JPEG Slideshow with Music, High Speed Data Archiving,
- 7.5.5. One (1) Middle Atlantic U2, Rack shelf

7.6. DDR with Slo-Mo Controller, One (1) Abekas Mira-8, Universal Format Digital Video Production Server. Mira Digital Video Production Server using JPEG-2000 compressed 10-Bit high-definition (HD and SD) digital video with HD bit rates up to a maximum of ~200Mb/s, I-Frame only; and eight tracks (four stereo pairs) of 24-bit/48kHz digital audio embedded in the video stream and two discreet AES/EBU audio tracks (one stereo pair). Provides over 15 Hours of HD 1080/59.94i video+audio storage (when recording HD at 200Mb/s bit rate). Compact 3RU Chassis

- 7.6.1. One (1) Abekas MIRA-8 Hardware Maintenance Agreement.
- 7.6.2. One (1) DNF DMAT-AB, Control of up to 4 Record and 2 Playback channels. Allows control of slow-motion instant replays, and highlights playout to create exciting visuals. Coupled with the simultaneous record and playback capabilities of your DDR or video server, DMAT gives you the power to quickly access just-recorded or archived events while continuing to record and respond to on-field action. Functionality allows you to quickly and easily mark, save, and recall clips for instant replays. Build and play out highlight lists - assign a play out speed to each list element, edit list element IN and OUT points. Clip from up to four record trains or from pre-recorded trains. Supports 400 clips and 20 playlists of 60 elements each.

7.7. Video Monitors:

- 7.7.1. Four (4) Marshall QV-R171-HD 17" HDSI LCD Monitor with Quad Splitter, SDI Native Resolution 1920 x 1200 LCD panel, High Contrast 600:1 display, accepts up to 4 HDSI input and 1 VGA/DVI high resolution input, VGA/DVI can accept up to 1920x1200 resolution, IMD-In-Monitor Display capability for each input, Audio Presence Indicator, Time Code Indicator
- 7.7.2. Six (6) Marshall V-MD171X monitors

- 7.7.3. Two (2) Marshall V-R171X-DLW monitors with built in WFM and Vectorscope.
- 7.7.4. Two (2) JVC GM-F420S Commercial 42" LCD Monitor, 1920 x 1080
- 7.8. Test and Terminal Equipment:
 - 7.8.1. Two (2) Utah Scientific TSG490Y NTSC/PAL SYNC GENERATOR. (4-8) Color Black outputs, (2) composite and (1) component (Pr,Pb,Y) test pattern outputs. (1) Subcarrier, (4) Pulse (1) Stereo Audio, (1) Time Code and (1) Wordclock outputs. Includes genlock with ± 4 field phasing range, full range of front panel selectable test patterns, programmable pulses, stereo tone (1Khz). (3) independent user programmable ID's. (1 RU)
 - 7.8.1.1. Two (2) Utah Scientific HD402, TRI-LEVEL HD SYNC, NTSC BLACK, PAL BLACK OUTPUT Option Module - Provides (3) independent outputs. Each output can be configured without regard to the main TSG490Y output format. All 3 outputs can be individually timed in SC, H and V phase or set for any of 28 different HD Tri-Level Sync formats.
 - 7.8.1.2. Two (2) Utah Scientific HD-408 TRI-LEVEL HD SYNC, NTSC BLACK, PAL BLACK OUTPUT Option Module - Provides (3) independent outputs. Each output can be configured without regard to the main TSG490Y output format. All 3 outputs can be individually timed in SC, H and V phase or set for any of 28 different HD Tri-Level Sync formats.
 - 7.8.1.3. Two (2) Utah Scientific SD411B SDI BLACK OUTPUT Option Module - Provides (2) identical outputs of SD Black, with embedded tone or silence.
 - 7.8.1.4. Two (2) Utah Scientific SD411C, SDI TEST PATTERN OUTPUT Option Module - Provides (2) identical outputs of SD formatted versions of standard front panel-selectable patterns, with embedded tone or silence.
 - 7.8.1.5. Two (2) Utah Scientific RMK490, Rackmount Kit - Side-Mounting Slide Rails
 - 7.8.1.6. One (1) Utah Scientific CO465/6, Universal Sync Generator Changeover with 6 Measure Channels. Includes redundant power supplies. (1RU)
 - 7.8.2. One (1) Harris VTM4100PKG -EH, VTM Series package includes VTM-ASX (console), VTM-10 (graphics engine) & 1 TVM-VTM-EYE-H (SD/HD EYE) input module, no Data Analysis & package is limited to SD/HD formats.
 - 7.8.2.1. One (1) Harris VTM-A3-OPT 2, Advanced audio analysis option for VTM series, bargraphs & 2 CineSound, view up to 8 audio channels, includes 4 analog stereo inputs, 4 AES/EBU shared input/output pairs
- 7.9. Distribution:
 - 7.9.1. Two (2) Harris X50-AV-2PS, 1RU Frame Sync, Converter and Processor with Audio Processing and Dual Power Supplies.

- 7.9.2. Four (4) Ross OpenGear DFR8321 Frame, 2RU, each with MFC-8320 network control card, PS-8300 redundant power supply, and SNMP
- 7.9.3. Eight (8) Ross VEA-8707A Analog Video Equalizing Amplifier. distribution and equalization of analog signals in a mixed digital / analog system without the need for a separate frame.
- 7.9.4. Three (3) Ross HDC-8222 HD Down Converter and Distribution Amplifier, an excellent solution for HD down conversion and distribution with configurable SD and / or composite analog outputs.
- 7.9.5. Twenty four (24) Ross SRA-8201A, HD / SD SDI Distribution Amplifier - 1x8, Ross's best HD / SD SDI distribution amplifier for all standard and high-definition SDI signals.
- 7.9.6. Eight (8) Cobalt 9931-EMDE Embedder. De-Embedder. he Fusion3G® 9931-EMDE base model is a 3G/HD/SD-SDI embedder/de-embedder with full embedded audio and ancillary data support. Remote control is quick and easy with the free DashBoard™ remote control software, or optional SNMP agent software for openGear™ frames.
- 7.10. Portable Cable:
 - 7.10.1. Ten (10) Canare VIC025F, 7.6m long video cable, BNC termination both ends, provide a variety of colors.
 - 7.10.2. Twenty (20) Canare VIC050F, 15.2m long video cable, BNC termination both ends, provide a variety of colors.
 - 7.10.3. Ten (10) Canare VIC100F, 30.5m long video cable, BNC termination both ends, provide a variety of colors.
 - 7.10.4. Three (3) Canare portable cable reels loaded with 65 meters of Clark RCC2V3AH, terminated with BNC and XLR connectors.
- 7.11. Cable Reels
 - 7.11.1. Eight (8) -12 VDC electrically powered rewind cable reels capacity of 100 meters of 12 mm cable mounted in the rear storage compartment or in underfloor storage compartment.
- 7.12. Four (4) Supersonic SC-195TV 7 inch portable PAL televisions.

8. Tally Display System

- 8.1. One (1) Image Video 161-0129-06, TSI-1000E Tally System interface and Tally System Console 2 85-260VAC 50 / 60Hz
 - 8.1.1. One (1) Image Video 132-0182-00, Plug-In redundant power supply for TSI-1000 85-260V 50 / 60Hz
 - 8.1.2. Two (2) Image Video 134-0054-05, Tally expansion interface with 48 jumper configurable inputs and 48 contact closure outputs. Includes 2 wall mount power supplies

9. Audio, Intercom and IFB

- 9.1.1. One (1) Yamaha LS9-32, High Input Capacity and a Generous Bus Structure for Serious Live Sound with 32 input head amps the LS9-32 can comfortably handle the complex and varied source requirements presented by a wide range of live sound applications
- 9.1.2. Two (2) Yamaha MY16-CII, 16 Channel I/O CobraNet™ interface that integrates into any standard CobraNet™ network. Primary and secondary network connections (2 RJ45 connectors)
- 9.1.3. One (1) Yamaha LAL1, lamp.
- 9.1.4. One (1) Whirlwind DS328T, 32 x 8 digital snake system, operates on the popular CobraNet® digital transport protocol and can interface directly with Yamaha digital consoles
- 9.1.5. Three (3) RSS W100S-R, High quality reel wound with 100m SC-W100S (one is for the intercom)
- 9.1.6. One (1) HP V1405-24G, Switch with 24 RJ-45 autosensing 10/100/1000 ports(IEEE 802.3 Type 10Base-T, IEEE 802.3u Type 100Base-TX, IEEE 802.3ab Type 1000Base-T), Media Type: Auto-MDIX, Duplex: 10Base-T/100Base-TX: half or full, 1000Base-T: full only
- 9.2. One (1) 360 Systems DCEM-3000-1 15, DigiCart/E with 40GB hard drive, 115 volt, ethernet audio hard disk recorder/editing system.
 - 9.2.1. One (1) 360 Systems DCEM-RC-305, DigiCart infrared wireless keyboard controller. Designed for remote control of the DigiCart/E recorder from a distance of 25 feet. The infrared receiver plugs into the keyboard jack and may be positioned to facilitate pickup from the keyboard. Fifteen different channel settings are available for each keyboard/receiver pair, so multiple units can be operated in the same room without interference. The 88-key layout includes embedded numeric keys, plus 10 function keys mapped to operate primary DigiCart features. These include: utility menu, setup menu, edit menu, view list, find, pause, loop, record, stop, play and cancel.
- 9.3. Two (2) Genelec 8020.LSE, TriPak monitor system with 2 x 8020A powered monitors and 1 x 7050B active subwoofer.
- 9.4. Three (3) Wohler AMP1A-30, 2-channel analog audio monitors with the addition of 2 large level meters
- 9.5. One (1) Wohler AMP1A-160
- 9.6. Two (2) Wohler AMP1A-Plus
- 9.7. Ten (10) Ross ADA-8404-C, Universal Analog Audio Distribution Amplifier - 1x8, distribution of stereo / mono analog audio signals in a mixed digital / analog system without the need for a separate analog frame.
- 9.8. Intercom/IFB: all following part numbers are Clear-Com.
 - 9.8.1. One (1) Eclipse-PiCo, Eclipse 36 port 1RU digital matrix. 1RU PiCo 36-port matrix frame. 1RU frame with user menu and 32 RJ-45 programmable panel/4-wire ports and four 4-wire in/out ports. Has dual-redundant PSUs. Requires ECS configuration software.

- 9.8.2. One (1) ECS 5.2, Eclipse Configuration Software v5.2. Eclipse configuration system programming software v5.2. Provides IP manager, panel key, PL, IFB, ISO Fixed Group and GPI control configuration and assignment. You may use the ECS client software on any PC within a single networked matrix system
- 9.8.3. One (1) SVC-COMM-US, Daily Commissioning & Training Daily charge for commissioning or on-site training in the USA
- 9.8.4. Three (3) V24LDX4Y-IP, V-Series panel 2RU 24 lever XLR. IP enabled V-Series 2RU 24 lever key yellow display panel with XLR-4 male headset connector and user menu. The panel has 24 keys including one reply/answer-back key, dial keypad and eight shift pages. Each key has individual up/down crosspoint level buttons.
- 9.8.5. Five (5) V12PDX4Y-IP, V-Series panel 1RU 12 button XLR4, IP enabled V-Series 1RU 12 pushbutton key yellow display panel with XLR-4 male headset and user menu. The panel has 12 pushbutton keys including one reply/answer-back key and eight shift pages. Each key has individual up/down crosspoint level buttons.
- 9.8.6. Eight (8) 110/340, 340mm Standard length GN mic, Standard length microphone - gooseneck 34cm/12", for use with 4000, V-Series and HelixNet panels
- 9.8.7. Eight (8) CC-26K-X4, Single ear light headset XLR-4F
- 9.8.8. One (1) IFB-104, 1RU 4 Port IFB breakout Interface, 1RU 4-Port XLR-3 IFB Intercom/Audio Cue break out matrix interface. Each IFB output and program audio / Cue audio uses XLR-3 I/O and is transformer balanced. Connections to the matrix use RJ-45.
- 9.8.9. One (1) PS-702, 2 CH rack mount power supply, Encore two-channel 1-amp (2-amp peak) rack mount (1RU) universal power supply UL Listed; two channels X three intercom jacks; one A/B selectable jack and one program input.
- 9.8.10. Four (4) TR-50, Monaural IFB talent receiver, Monaural IFB talent receiver 1/8" mini jack includes TS-1
- 9.8.11. One (1) BAL-8, 1RU 8 port transformer isolation, 1RU 8 port transformer isolation: 1 RU interface containing eight 4-pair, transformer isolated ports. Each port handles two audio signals and two RS-422 data lines. The unit isolates the connection between Eclipse ports and peripheral devices such as two-way radios.
- 9.8.12. Three (3) cm-222, Tempest 2.4GHz 2CH all feature base, Tempest 2.4 GHz two-channel, full feature Basestation. Comes with AC power cord; USB cable; 1/8' stereo programming cable; (1) whip antenna; T-Desk software; supports up to (5) wireless Beltpack
- 9.8.13. Three (3) CP-222, Tempest 2.4GHz 2CH/2-listen BP, Tempest 2.4 GHz two-channel, dual listen wireless Beltpack, 4-PIN male XLR, program port and USB connector. Comes with Li-poly rechargeable battery and AC USB wall charger
- 9.8.14. Three (3) CC-95, Single ear standard headset XLR-4F, Single-Ear standard single-muff headset - 4-Pin Female XLR

- 9.8.15. One (1) T-BC5A, Tempest 5 bay battery charger, Tempest 5-bay battery charger for charging Lithium-Polymer batteries outside of the Beltpack
- 9.8.16. One (1) CCT-RT, Tempest 2.4G remote transceiver, Tempest 2.4GHz Remote Antenna Transceiver; power provided by Tempest 2400 Basestation via CAT-5 cable up to 1500 ft (457 m). Comes with 15 ft (4.5m).
- 9.9. Audio Delay
 - 9.9.1. Four (4) Shure DFR22
- 9.10. Audio Accessories:
 - 9.10.1. Thirty Six (36) Canare EC025F, Audio cable assembly, 7.6m
 - 9.10.2. Twenty Six (26) Canare EC050F, Audio cable assembly, 15.2m
 - 9.10.3. Twenty Six (26) Canare EC100F, Audio cable assembly, 30.5m
 - 9.10.4. Eight (8) Audio Technica AT831C, Miniature Cardioid Lavalier Microphone, to be terminated by vendor in appropriate XLR connector.
 - 9.10.5. Six (6) Electrovoice RE16 microphones.
 - 9.10.6. Four (4) Electrovoice RE50/b microphones
 - 9.10.7. Four (4) Audio Technica AT897 shotgun microphone
 - 9.10.8. Four (4) Shure, UR124D/BETA87A, Dual-Channel UHF-R Wireless Combo System UR2 Wireless Handheld Transmitters with (2) BETA87A Capsules UR1 Bodypack Transmitters UR4D Wireless Receiver, Frequencies to be determined
 - 9.10.9. Three (3) Sennheiser HMD26-600-XQ, Supraural Dynamic Broadcast Full Headset
 - 9.10.10. Three (3) Sennheiser HMD281-XQ, Dynamic Broadcast Half Headset
 - 9.10.11. Two (2) Studio Technologies Model 220, Announcer's Console is an enhanced audio control "hub" for announcers, commentators, and production personnel. Compatible with essentially all broadcast and production audio system environments, the tabletop unit is a great choice for on-air television and radio broadcast.

10. Clock:

- 10.1. Two (2) ESE ES 993U/J, 2.3" (hour & minutes)/1" (seconds) 6-digit ESE/SMPTE/EBU/ASCII serial slave time code display, 12" wall mount 220V 50Hz
- 10.2. Two (2) ESE ES 161U/P/J Black, Remote display digital slave unit: 1RU with .55" 6 digit (HH/MM/SS) yellow characters, 220V 50Hz, black anaodized front panel plus 19" rack mount
- 10.3. One (1) ESE ES 362U/P/J, Master up/down timer, serial output to drive timer slaves, includes optional 19" rack mount and 220V/50Hz operation
- 10.4. One (1) ESE ES 224 P/J, 1 x 24 Video and 1 x 12/24 stereo audio distribution amp for time code, 2RU, includes optional 19" rack mount 220V 50Hz

11. Computer:

- 11.1. One (1) ABMX Model # : 218i7:
 - 11.1.1.-Color : Black
 - 11.1.2.- Processor : 2-Core 3.33GHz -- Intel Core i5-660 (4MB Cache, 2.5 GT/s)
 - 11.1.3.- Memory : 4GB (2 x 2GB) DDR3 SDRAM
 - 11.1.4.- Hard Drive : 2.0 TB 7,200-rpm - SATA 3Gb/s - BLACK Edition - 1.2M hours MTBF (Recommended)
 - 11.1.5.- 2nd Hard Drive : Vacant
 - 11.1.6.- Exposed 5.25" Drive Bay : All-in-one CD/DVD drive (Reader/Burner)
 - 11.1.7.- Riser card : 2U PCI/PCI-e x16 (2xPCI 32bit/5V + 1xPCI-e x16) Combo Riser Card
 - 11.1.8.- PCI-e (x16) Expansion Slot (Req. PCI-e Riser Card) : ATI Radeon HD4650 PCI-e Video Card (512MB/VGA/DVI/HDMI-out)
 - 11.1.9.- Rack Mounting Sliding Rails Kit : 2U Rackmount Mounting Kit and Rails, 20-inch (41-inch extended)
 - 11.1.10.- Operating System Bit Version : 64-bit
 - 11.1.11.- Pre-installed** Operating System : Microsoft® Windows 7 Pro - OEM, Full Version w/ CD
 - 11.1.12.- Windows Installation (w/ Microsoft Windows purchase only) : Windows Installation job (Standard config)
 - 11.1.13.- Extended service plan : 3 Year Limited Warranty, Return to Depot, Parts & Labor
- 11.2. One (1) Rackmount Solutions L-120 1RU 20 inch LCD monitor and keyboard.

12. Telephone System:

- 12.1. One (1) trixbox Pro SE
 - 12.1.1. One (1) Sangoma A200, Telephony Card with four (8) FXO ports and four (4) FXS ports.
- 12.2. Eight (8) Aastra 6757i, SIP VoIP phone.
- 12.3. One (1) Cisco SGE2000P, 24 port Gigabit managed ethernet switch with POE
- 12.4. One (1) Telos 2001-00032, Hybrid interface for intercom
- 12.5. One (1) Telos 2091-00007, Rack mount for single ONE or single Link (2001-00032) telephone to two-wire intercom interface.
- 12.6. One (1) JK Audio Autohybrid, Telephone line hybrid
- 12.7. One (1) JK Audio RA4, Rack mount kit, 1RU, for JK Audio Autohybrid, can mount up to four units
- 12.8. Four (4) Powermax DA4000E, 3 watt cellular amplifier. A direct connect amplifier is the best solution in areas of extremely low outside cellular signal or when optimal data connections are your top priority. A cell phone or air card physically attaches to the DA4000E via an adapter cable. Maximum input power is 2 watts. DUAL BAND: Use with all European and Asian cell phones operating on 900 or 1800 MHz.
- 12.9. Four (4) Wilson Cellular 304203, Cell phone antenna

- 12.10. Four (4) Wilson Cellular 301104, Dual Band NMO Mount Cellular Antenna 800-1900 MHz
- 12.11. Four (4) Powermax DP255, AC Power Supply for PowerMax™ Wireless Repeaters
- 12.12. Four (4) Telular SX5E-EU (SX5G98F), GSM phone wireless kit.

13. Other:

- 13.1. Two (2) Lowel DV Creator 44 Kit, set up for Schuko connectors and 230V bulbs, with TO-83 case
- 13.2. Twenty (20) Impact Saddle Sandbag, Orange 12Kg capacity.
- 13.3. Four (4) Streamlight Knucklehead rechargeable work light including four (4) 230 VAC chargers.
- 13.4. One (1) Jensen Tools JTK-87FLK7 tool kit.
- 13.5. Six (6) Kenwood TK-3302U16P two way radios.
- 13.6. Four (4) portable cable reels with 50 meters of 12-3 AC power cable, type SOW terminated with Schuko connectors.

14. Deliverables

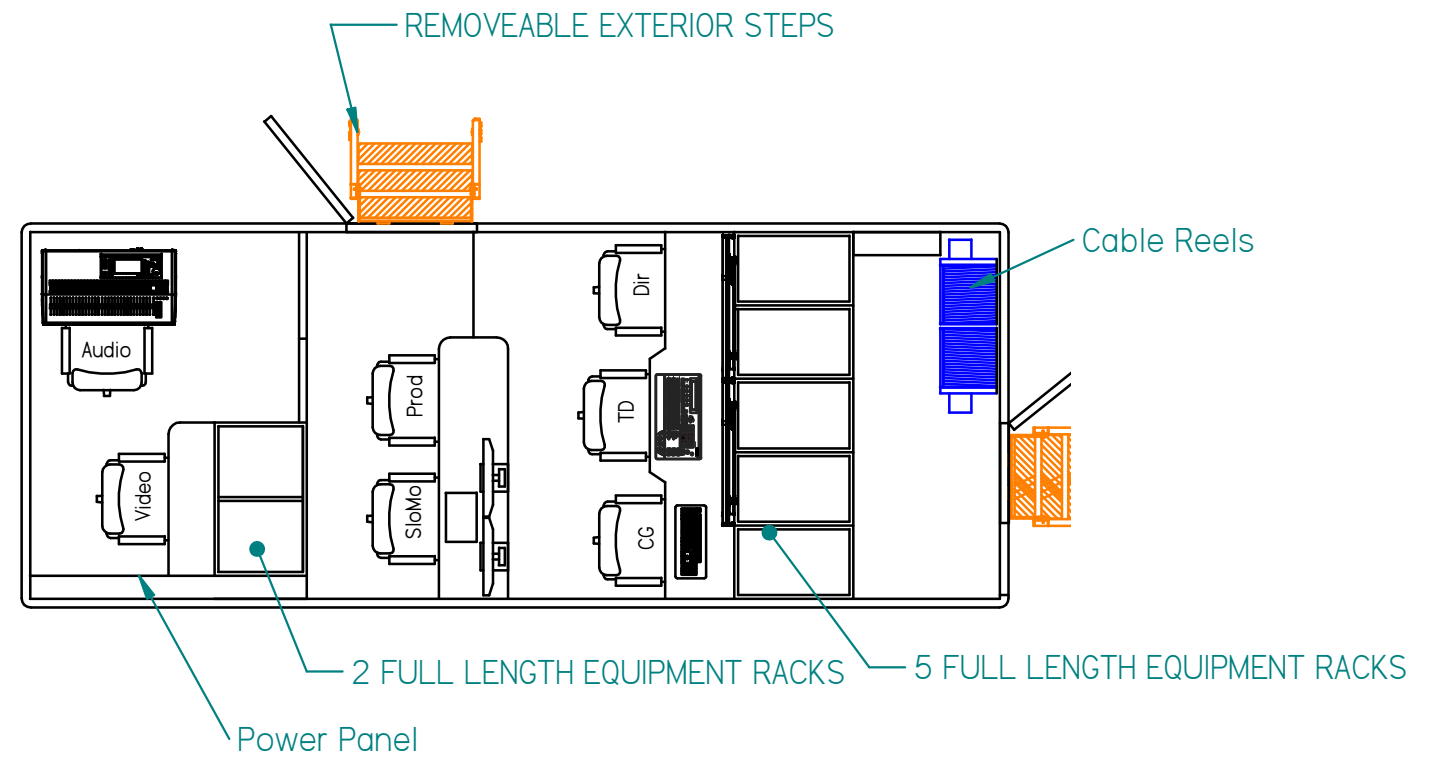
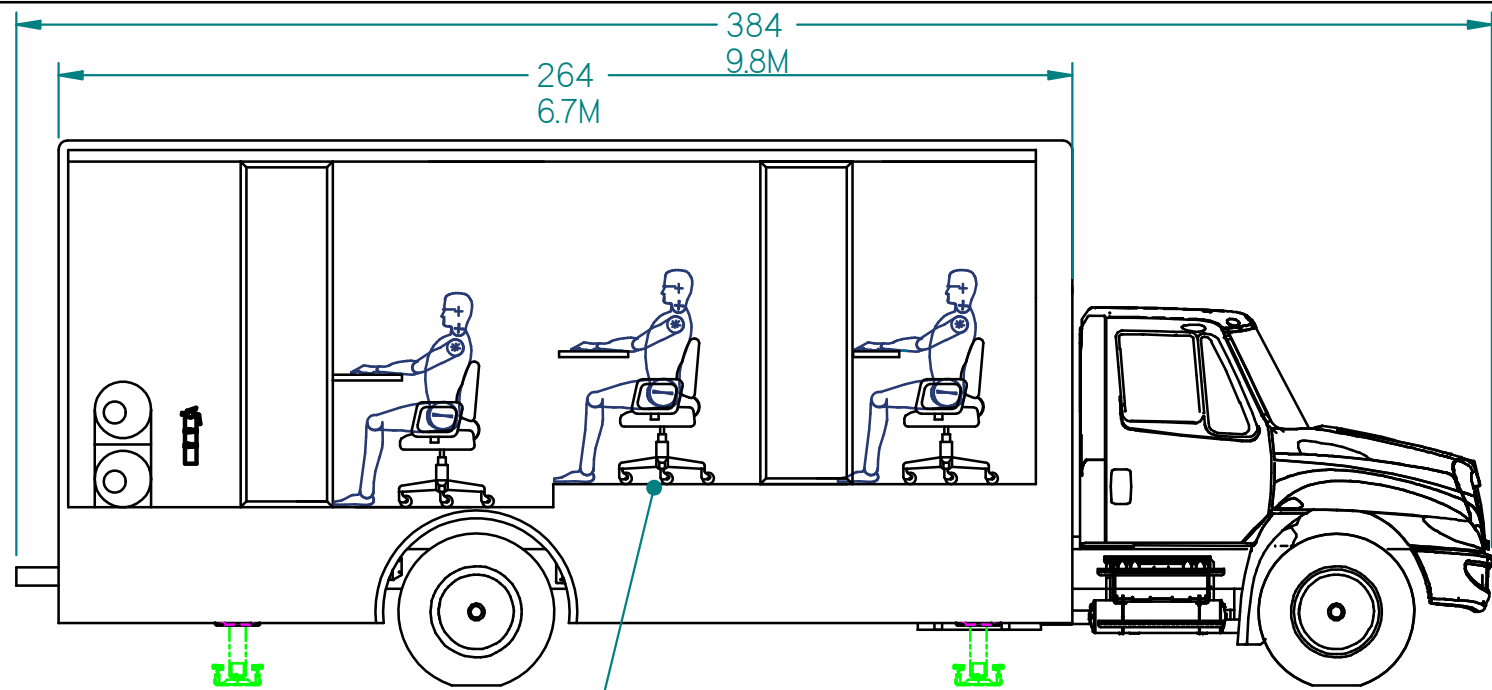
- 14.1. Outside Broadcast Vehicle, manufactured in accordance with this RFQ, delivered C.I.F Kabul, Afghanistan.
- 14.2. Training at Vendor's facility (Train the trainers) before shipment. Training must be adequate for an experienced broadcast engineer(s) to do on site training in Afghanistan. Training includes only the operation and maintenance of the vehicle, body and installed equipment; training does not include sports production.
- 14.3. "As-built" system drawings, both paper and digital (AutoCad compatible and Microsoft Office compatible. Must be editable, PDF is not acceptable) are delivered with the truck: AC Power Systems, DC Power Systems, Mast Wiring System, Pneumatic System, Video System, Audio System, Intercom System, Computer network, Clock System, Telephone System, Tally system, Microwave System, Satellite System, Body physical drawings such that the body can be repaired in county.
- 14.4. Operator Manuals, for the vehicle and all equipment installed one paper manual and one digital manual (PDF acceptable).
- 14.5. Service Manuals, for the vehicle and all equipment installed one paper manual and one digital manual (PDF acceptable).
- 14.6. Truck and compartment Keys and Alarm Controls: Four (4) sets.
- 14.7. Concise, clear custom labels (in English) of equipment as required.
- 14.8. Warranty per section 9.

15. Options

Please price separately the following items under **Section 3.2 Optional Items** of the solicitation:

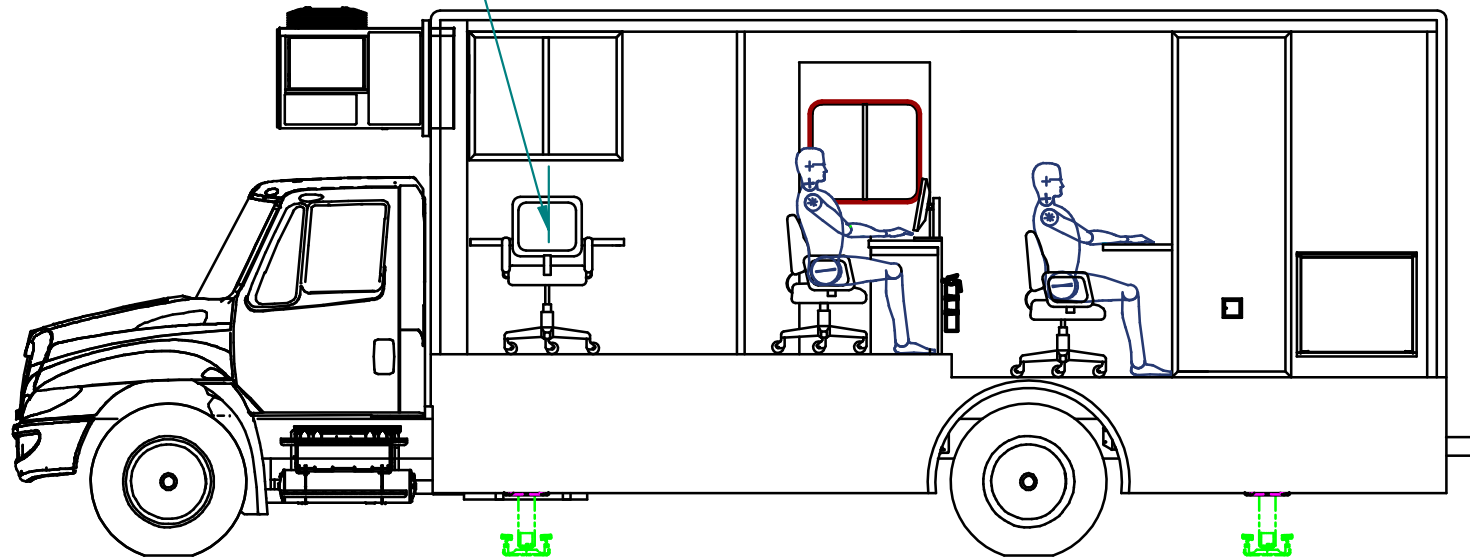
- 15.1. 2.4 meter Satellite antenna to replace 1.8 meter specified.
- 15.2. Spares, please recommend spares for the vehicle and all installed components.

- 15.3. Generator, in addition to the specified generator add an Onan 40YD CR 622C PTO driven generator as a backup.
- 15.4. Video System Upgrade, replace specified production switcher and routing switcher with Ross Vision 1 production switcher, Evertz Xenon 64 X 64 routing switcher, and an Evertz 7867VIPA16-DUO multiviewer.
- 15.5. ENG/SNG truck, remove the microwave and satellite gear from this truck and build it into a Ford E350 based ENG/SNG truck. Include minimum amount of equipment for switching and monitoring.



6" RAISED FLOOR

AUDIO MIXER WITH RACKS ABOVE



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REVISIONS			
rev	DESCRIPTION	ENG	DATE

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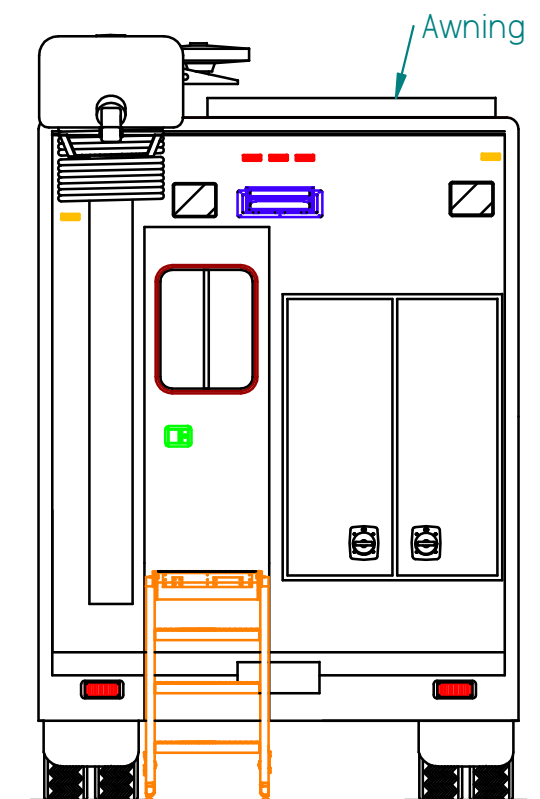
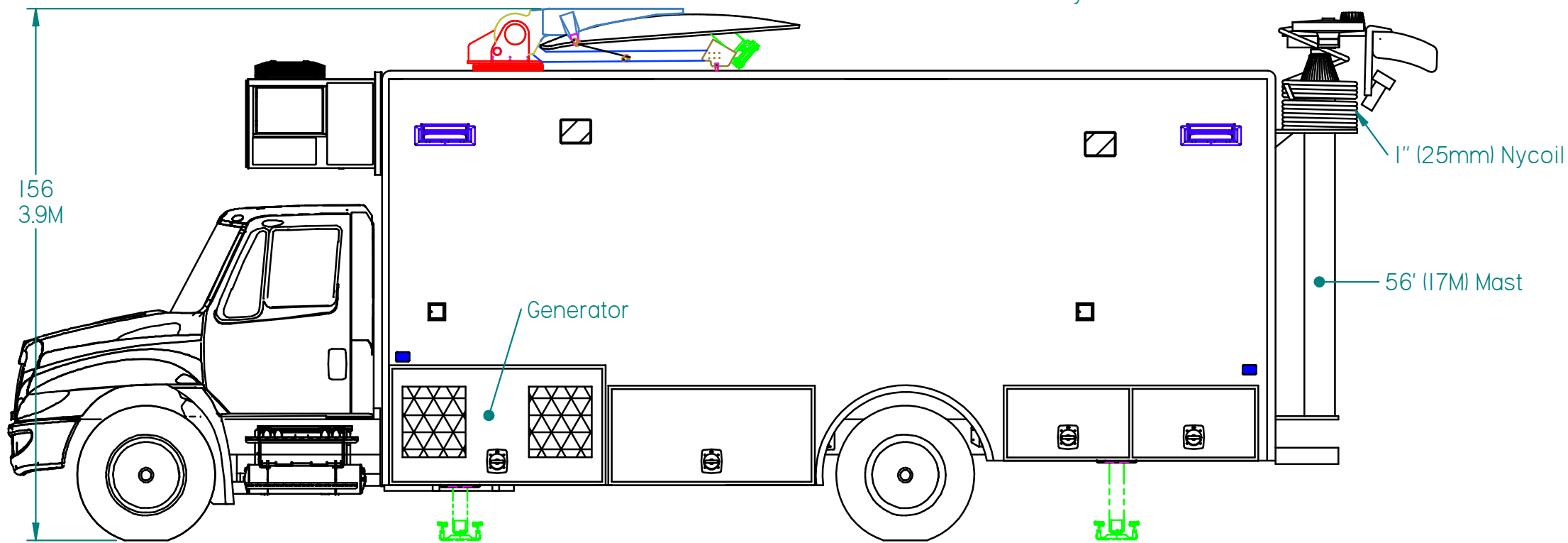
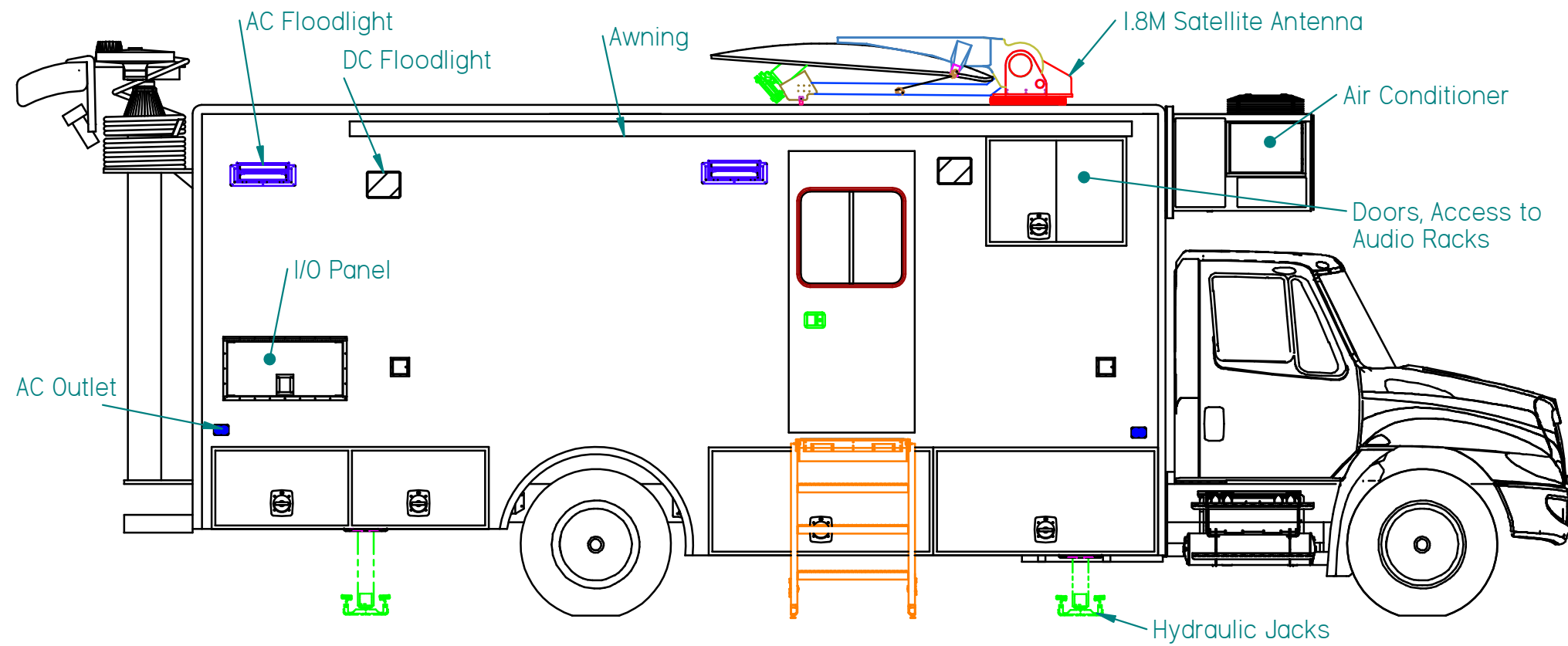
P0 Box 2548 703-980-4999
 Purcellville, VA 20134 540-338-7388 Fax

INTERIOR VIEWS

U.S. Dept of State

MOD: 3/16/2011
 BY: paulb

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rev	DESCRIPTION	ENG	DATE		

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EXTERIOR VIEWS

U.S. Dept of State

MOD: 3/16/2011
BY: paulb