

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30			1. REQUISITION NUMBER F7MSED315505		PAGE 1 OF 5						
2. CONTRACT NO. FA3010-04-P-0025		3. AWARD/EFFECTIVE DATE 01-Oct-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (No Collect Calls)			8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY 81ST CONTRACTING SQUADRON CARLET JONES KEESLER AFB MS 39534-2147 TEL: 228-377-1804 FAX: 228-377-3298		CODE FA3010		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8748 SIZE STANDARD: \$6 Million			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS Net 30 Days		
15. DELIVER TO 81 MSS/DPE - F7MSED JANE KNIGHT 500 FISHER STREET RM 224 KEESLER AFB MS 39534-2562		CODE F7MSED		16. ADMINISTERED BY SEE ITEM 9						CODE	
17a. CONTRACTOR/ OFFEROR DIANA LYNN GEIKEN DIANA LYNN GEIKEN 3007 TRENTWOOD DRIVE OCEAN SPRINGS MS 39564 TEL. 228-875-7223		CODE 1HHD9		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY DFAS-SAVFVD (1-888-478-5636) 500 MCCULLOUGH AVE SAN ANTONIO TX 78215-2100				CODE F60700	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA See Schedule								26. TOTAL AWARD AMOUNT \$19,775.00			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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.				COPIES		29. AWARD OF CONTRACT: REFERENCE OFFER DATED (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED 15-Sep-2003			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) REGGIE E. TEMPLE / FLIGHT B, TEAM B LEADER							
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services Nonpersonal, Counseling/Advisement	350.00	Each		

Assistant Education Advisor to perform in accordance with the attached statement of work.

Period of Performance: 01 Oct 03 through 30 Sep 04

NOTE: THIS IS AN UNFUNDED AWARD. DO NOT BEGIN PERFORMANCE ON THIS CONTRACT UNTIL YOU RECEIVED A SIGNED MODIFICATION TO THE CONTRACT INDICATING THAT FUNDS ARE AVAILABLE.

NET AMT

ACRN AA Funded Amount

ACCOUNTING AND APPROPRIATION DATA

AA:	SUBJECT TO AVAILABILITY OF FUNDS	000000000000
AMOUNT:	\$19,775.00	

CLAUSES INCORPORATED BY REFERENCE:

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
(Dev)		
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-36	Payment by Third Party	MAY 1999
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7023	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002
Alt III		

CLAUSES INCORPORATED BY FULL TEXT

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (MAY 2002)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and **I.D. Card** to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.
- (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, The Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.
- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Prior to submitting an invoice for final payment, the prime contractor shall obtain a clearance certification from the issuing office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be submitted to the contracting officer prior to submission of the final invoice for payment.
- (g) Failure to comply with these requirements may result in withholding of final payment.

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

The following paragraphs of this clause are tailored as follows:

- (a) Inspection/Acceptance. Inspection and acceptance of the services will be performed at Keesler Air Force Base, MS, by **81 MSS/DPE**
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

SUBMISSION OF INVOICES: The contractor will be paid monthly on the submission of proper invoices for the services performed or supplies furnished during the preceding month. Invoices shall be submitted on a monthly basis covering the items furnished the preceding month.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS (JUN 2003) (DEVIATION)

- (a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) 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 the 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 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.

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003) (DEVIATION)

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

252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

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

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

(End of Clause)

**STATEMENT OF WORK FOR
ASSISTANT EDUCATION ADVISOR**

1. **SCOPE OF SERVICE:** The contractor shall perform non-instructional, non-personal services as an assistant education advisor. Career oriented counseling shall be provided to all Community College of the Air Force (CCAF) students and on a space available basis to active duty Air Force officers, military spouses and civilians.

2. **QUALIFICATIONS:**

a. Contractor shall possess a Master's degree or higher in education, counseling, or related discipline.

b. Contractor shall have completed a counseling practicum in completing their degree or have comparable work experience.

c. Computer knowledge and skills are required to access education records, CCAF progress reports, to initiate various actions required for CCAF, to correspond with members/students, and to complete MILPDS actions. A working knowledge and/or experience with Air Force Automated Education Management System are desirable.

d. Contractor shall be able to work with a variety of Air Force individuals from airmen to colonels, military dependants, and DOD civilians.

e. Previous experience counseling and advising Air Force members on occupational programs to include CCAF is desirable but not required.

f. Counseling experience within the context of other armed forces education services programs is desirable but not required.

3. **STATEMENT OF WORK:**

a. Provide career oriented counseling to enlisted military personnel and, on a space available basis, AF officers, military spouses and civilians.

b. Retrieves education records and progress reports via the computer for each military member, making entries as appropriate. Completes all MILPDS, AFAEMS, and CCAF data entries when appropriate.

c. Provides guidance and counseling to CCAF students regarding degree requirements and procedures, completes CCAF enrollment forms, CCAF update forms, transcript request forms, "Course Verification Requests", "Request for Assistance", and degree plans as required.

d. Assists students in realizing Air Force and personal occupational goals through completion of CCAF degrees and an understanding of their relationship to civilian careers. Helps to coordinate the completion of CCAF degrees with the pursuit of civilian degrees.

e. Provides informational service pertaining to the civilian institutions offering programs on Keesler AFB and in the surrounding community, the DAN TES testing and independent study programs, GI Bill and tuition assistance, commissioning programs—Airman Education and Commissioning Program, AFROTC, Airman Scholarship and Commissioning Program, Officer Training School, Air Force Education Leave of Absence, and Education Deferment.

f. Assists on special projects, including CCAF outreach promotion of off-duty education programs and CCAF graduation ceremonies. Contractor shall not conduct newcomer orientation briefings.

Dated: 1 Aug 03

g. Refers counselees to civilian institutions for academic advisement following a determination of individual needs.

h. Keeps abreast of trends in off-duty armed forces education programs through materials and resources supplied by the Education Services Flight Chief or his designee.

i. Counseling and advisement sessions will normally be provided between 0730 and 1630 (except on holidays, compressed work schedule Fridays, and days when the center is closed as determined by the Education Services Flight Chief or their designee.

j. Contractor shall create and maintain a continuity book.

k. In accordance with AFI 31-501, Personnel Security Program Management, Para 3.24.6, DOD contractors must complete a National Agency Check (NAC) with favorable results to be granted access to a government computer system/network. Instructions for completing a NAC can be found on the Defense Security Service (DSS) website, <http://www.dss.mil/epsq/index.htm>. Access to the Keesler AFB computer system/network is mandatory for contract performance. It is solely the responsibility of the contractor to complete the NAC.

l. In accordance with AFI 31-501, Personnel Security Program Management, Para 3.27.3, contractors can be granted interim government computer system/network access. Contractors must have a local file check completed by the Security Forces Squadron with favorable results. A designated government representative will assist the contractor in obtaining interim government computer system/network access. Interim access does not negate the contractor's requirement to complete a NAC.

4. **PAYMENT:**

a. Services will be on a per call/unit basis. The Education Services (ESO) Flight Chief, or designee may make calls for services.

b. Payment shall be made monthly, based on a per-call/unit basis for satisfactory services received. The contractor shall submit their monthly invoice using Wide Area Work Flow (WAWF) at <https://ecweb.dfas.mil>. In addition, a copy of the invoice, along with a copy of each daily appointment log shall be submitted to the ESO or designee for reconciliation.

5. **DEFINITION OF A UNIT:** Each day consists of two units, morning and afternoon. A unit will normally be four hours duration.

6. **STANDARDS:** Not more than one valid complaint of non-compliance or inability to perform duties per month will be allowed under this order.

7. **TERMINATION OF ORDER:** The Assistant Education Advisor may terminate the order upon thirty (30) days notice in writing, or by either party at any time for default of the other party in any conditions or provisions contained in this contract.