



**DEPARTMENT OF THE AIR FORCE**  
**48TH CONTRACTING SQUADRON (USAFE)**

**Combined Synopsis/Solicitation**

**RFQ –SUMMER CAMP ADVENTURE PROGRAM – Reference (LAKEF090210040)**

Requesting Agency: 48<sup>th</sup> FSS/FSFY Youth Activity Center (NAF)  
RAF Lakenheath, Brandon, Suffolk, IP27 9PN, United Kingdom

Purchasing Agency: 48<sup>th</sup> Contracting Squadron – 48 CONS/LGCB  
RAF Lakenheath, Brandon, Suffolk, IP27 9PN, United Kingdom

This is a nonappropriated fund purchase and it does not obligate appropriated funds of the United States Government. Nonappropriated funds are generated by the military community through the sale of goods and services and the collection of fees and charges for participation in military community programs. This purchase does not involve federal tax dollars.

This solicitation is issued as a request for quotation IAW FAR Part 12, 13, and Air Force Manual 64-302, Nonappropriated Fund (NAF) Contracting Procedures. This is a combined synopsis/solicitation for a commercial items prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. Submit written quotes in reference to Request for Quote (RFQ) reference number **LAKEF090210040**.

Due to the overseas location of this solicitation, no set-aside will be used. The NAICS code for this requirement is 713990, Day Camps (except instructional).

This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-47 dated 12-Jan-11.

Potential bidders are to provide a quote for the services outlined in the Performance Work Statement (PWS), which is included as an attachment to this solicitation:

- **Quote shall include** a total price for the following bid schedule:  
**CLIN 0001 – FY11 Summer Camp Program Administration and Personnel Support in accordance with the attached Performance Work Statement (PWS)**  
**-Operated approximately between 20 June 2011 - 20 August 2011**

**Quantity: (10) Unit: (Weeks) – Unit Price: \$\_\_\_\_\_ Total Price: \$\_\_\_\_\_**

- Prices shall be all inclusive (i.e. all material, transportation, labor, etc.)
- Prices shall be quoted in USD (\$) and quotes shall be valid for a minimum of 60 days
- **Quote shall also include** the contractor's Technical Capability as follows:
  - RESUME for proposed personnel as outlined in the PWS
  - PROJECTED SCHEDULE of events and program

**Quote Specifics:**

Quotes are due to this office no later than 4:00p.m. Greenwich Mean Time, Monday 7<sup>th</sup> of March 2011. Quotes may be faxed to 01638-52-2189 or if dialing from outside United Kingdom 011-44-1638-52-2189, or sent via e-mail to [garrett.silva@lakenheath.af.mil](mailto:garrett.silva@lakenheath.af.mil).

**Primary point of contact:**

Garrett Silva, Contract Specialist, TEL: 01638-52-2253 or email: [garrett.silva@lakenheath.af.mil](mailto:garrett.silva@lakenheath.af.mil)

**Alternate point of contact:**

Tara Ponte, Contract Specialist, TEL: 01638-52-2097 or email: [tara.ponte@lakenheath.af.mil](mailto:tara.ponte@lakenheath.af.mil)

The following clauses and provisions apply to this solicitation and are included by reference:

**Federal Acquisitions Regulation (FAR) Clauses:**

52.233-1 -- Disputes.

**Department of Defense Federal Acquisition Regulations (DFAR):**

252.222-7002 -- Compliance with Local Labor Laws (Overseas)  
252.225-7042 -- Authorization to Perform.  
252.229-7000 -- Invoices Exclusive of Taxes or Duties.  
252.229-7006 -- Value Added Tax Exclusion (United Kingdom)  
252.233-7001 -- Choice of Law (Overseas).

**Air Force Federal Acquisition Regulations (AFFAR):**

5352.201-9101 -- Ombudsmen  
5352.223-9001 -- Health and Safety on Government Installations  
5352.242-9000 -- Contractor Access to Air Force Installations

The full text of the FAR, DFAR, and AFFARS can be accessed on the Internet at <http://farsite.hill.af.mil>

**Instruction to Offerors;**

*All quotes must include the following information:*

1. Company's complete mailing and remittance address
2. Discounts for prompt payment- if any
3. Quotes must be valid for a period of no less than 60 days.
4. Quote shall include the contractors Technical Capability as follows:
  - a) RESUME for personnel as outlined in the PWS
  - b) PROJECTED SCHEDULE of events and programs

**Evaluation of Quotes:**

This is a competitive solicitation for quotations utilizing Best Value procedures in accordance with FAR Parts 12 and 13. The Government will award a contract to the responsible vendor whose quotation (conforming to the solicitation) will be most advantageous (e.g Best Value) to the Government. Therefore, quotations should contain the vendor's best terms from a price, and technical qualification standpoint.

**In accordance with FAR 13.004 -- Legal Effect of Quotations** the following information is provided in regards to quotations.

A quotation is not an offer and, consequently, cannot be accepted by the Government to form a binding contract. Therefore, issuance by the Government of an order in response to a supplier's quotation does not establish a contract. The order is an offer by the Government to the supplier to buy certain supplies or services upon specified terms and conditions. A contract is established when the supplier accepts the offer.

When appropriate, the contracting officer may ask the supplier to indicate acceptance of an order by notification to the Government, preferably in writing. In other circumstances, the supplier may indicate acceptance by furnishing the supplies or services ordered or by proceeding with the work to the point where substantial performance has occurred.

If the Government issues an order resulting from a quotation, the Government may (by written notice to the supplier, at any time before acceptance occurs) withdraw, amend, or cancel its offer.

### **HOST AGENCY CHECK Security Requirements Overview**

1. Local national contractor employees requiring access to United States Air Force-occupied United Kingdom bases must comply with Third Air Force Instruction 31-501, and all local Security Forces requirements. This is an overview and does not contain all the specifics contained in the Instruction.
2. New contractor employees may be escorted onto the installation, only, to fill out paperwork. The employee is not to start work until all required paperwork has been submitted to the appropriate office.
3. Prior to beginning employment on the installation, individuals must, at a minimum, have a completed Local Files Check (LFC). Individuals with LFCs, are required to be escorted by an authorized US citizen (reference Instruction 31-501 for US citizen clearance requirements) or a local national with a Security Check (SC) who has escort authority.
4. Unescorted access requires a Host Agency Check (HAC). There are two levels of background investigations that meet the standards that meet this requirement. The level of background check required, will depend on whether the position is considered sensitive or non-sensitive.
  - a. The Counter Terrorist Check (CTC). The CTC is a national-level security and police background investigation conducted by the DVA. This is the minimum check required for all contractor/subcontractor employees in non-sensitive positions requiring unescorted installation access. The CTC expires three years from the issue date.
  - b. The Security Check (SC). The SC includes all of the elements of the CTC but is a more comprehensive investigation and includes such actions as a credit check, interviewing relatives, determining and evaluating the individual's involvement in various organizations, verifying any past military experience, etc. This is the minimum check required for employees and contractor personnel in sensitive positions. Most SCs expire five years from the issue date.
5. Individuals employed in sensitive positions may only be assigned to and or perform the non-sensitive portion of the position until the SC is positively completed or they must be provided with direct supervision by a U.S. citizen or an individual with a completed SC.

6. Investigation renewal. All employees renewing their background investigation will complete an MOD Form 1109, Security Questionnaire. On the front cover of the form, under General Details, the employee will mark the appropriate block indicating a security questionnaire has been completed before and will complete the form with current information. Renewal paperwork should be submitted 6 months prior to the current background expiration date to avoid a possible lapse in installation access.

7. Functional Quality Assurance Personnel (QAP) will be the point-of-contact for processing security clearances. They will provide necessary documents to contractor employees, compile completed forms, submit documents to Security Forces, and sign USAFE Form 79. The following must be accomplished 'in-turn' for all new contractor employees.

Contractor will provide the following to QAP:

- Completed LCF (conducted by HAC Office)
- Completed MOD Form 1109, Security Questionnaire (required for CTC or SC; completed by unit submitter)
- Completed USAFE Form 19, Residency Check for Employment with United States Air Forces in Europe
- Completed AF Form 2583, Request for Personnel Security Action
- Completed USAFE Form 79, Application for Base Entry Identification (completed by unit submitter)
- Completed Basic Check Verification Record (BCVR)(verified and signed by unit submitter)

8. Upon receipt of a favourable HAC and all required documentation, the contractor employee will be issued a USAFE Form 77 which must be in the employee's possession at all times while on the installation. The expiration date of the Form 77 will be the contract expiration date or one year, whichever is shorter. The contractor is responsible for collecting and turning in to the QAP, all Form 77s for employee who are no longer in their employment

## **GENERAL PROVISIONS**

1. DEFINITIONS (JAN 2005) - As used throughout this contract, the following terms and abbreviations have the meanings set forth below:

- a. The term "contract" means this agreement or order and any modifications hereto.
- b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.
- c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI, which is a party hereto, or their successor or successors.
- d. The term "Contractor" means the party responsible for providing supplies and/or services at a certain price or rate to the NAFI under this contract.
- e. The abbreviation "FAR" means Federal Acquisition Regulation.

2. DISPUTES (NOV 2005)

- a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of

the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, however, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Contracting Officer unless directed to do otherwise by the Contracting Officer.

b. A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. Contractors shall provide the certification specified below when submitting any claim. Any person duly authorized to bind the Contractor with respect to the claim may execute the certification.

“I certify that the claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify on behalf of the Contractor.”

c. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph "a" above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

3. LAW GOVERNING CONTRACTS (JAN 2005) - In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.

4. LEGAL STATUS (JAN 2005) - The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

5. EXAMINATION OF RECORDS (JAN 2005) - This clause is applicable under contracts that are entered into by means of negotiation and where price and costing data are required to support a determination of price reasonableness. This clause does not apply to commercial items or when the Contracting Officer determines that prices agreed upon are based on adequate price competition. The Contractor agrees that the Contracting Officer or his duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and until the expiration of three years after the final payment.

6. ASSIGNMENT (JAN 2005) - The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned. No assignment by the Contractor, assigning its rights or delegating its obligations under this contract will be effective and binding on the NAFI until the written terms of the assignment have been approved in writing by the Contracting Officer.

7. GRATUITIES (JAN 2005)

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Air Force or their duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employees of the Government or the

NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor, and

(ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Air Force or their duly authorized representative) which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

8. TERMINATION FOR CONVENIENCE (JAN 2005) - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the NAFI. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2.

9. CANCELLATION BY MUTUAL AGREEMENT (JAN 2005) - Should the situation warrant, the parties upon mutual agreement and no costs, may cancel this contract.

10. TERMINATION FOR CAUSE (JAN 2005)

a. (1) The NAFI may, subject to paragraphs (c) and (d) below, by written notice of cause to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or perform the service within the time specified within this contract or any Extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The NAFI's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of notice from the Contracting Officer specifying the failure.

b. If the NAFI terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will remain liable to the NAFI for any excess costs for those supplies or services. However the Contractor must continue the work not terminated.

c. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) act of the NAFI in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and; (9) unusually severe

weather. Defaults by subcontractors at any tier for any reason do not constitute causes beyond the control and without the fault or negligence of the Contractor.

d. If this contract is terminated for cause, the NAFI may require the Contractor to transfer title and deliver to the NAFI as directed by the Contracting Officer, any

(1) completed supplies, and

(2) partially completed supplies and materials, parts, tool dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in the clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the NAFI has an interest.

e. The NAFI shall pay the contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes Clause. The NAFI may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the NAFI against loss because of outstanding liens or claims of former lien holders.

f. If, after termination, it is determined that the cause by the Contractor was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of the NAFI.

g. The rights and remedies of the NAFI in this clause are in addition to any other rights and remedies provided by law or under this contract.

11. INSPECTION AND ACCEPTANCE (JAN 2005) - Inspection and acceptance will be at destination, unless otherwise provided in this contract. Notwithstanding the requirements for any NAFI inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the NAFI, the Contractor, shall perform or have performed the inspections and tests required to substantiate that the supplies provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein. 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. Acceptance of the supplies or services or a written notice of rejections must be accomplished on or before the fifth working day following delivery of the supplies or services, unless otherwise specified in this contract.

12. VARIATION IN QUANTITY (JAN 2005) - No variation in quantity of any item called for by this contract will be accepted unless authorized by the Contracting Officer.

13. PARTIAL DELIVERIES (JAN 2005) - Partial deliveries are not permitted unless authorized by the terms of the contract or approved by the Contracting Officer.

14. PAYMENTS (JAN 2005) - Partial payments will be made when deliveries are authorized or as approved by the Contracting Officer. Payments and penalties for late payments are subject to the requirements established by the Prompt Payment Act, as amended, and as implemented for NAFI's. If the NAFI makes payment but such payment fails to include a prompt payment penalty due to the Contractor within 10 days from when the contract payment is

made, penalty amounts will not be paid unless the Contractor makes a written request within forty days after the date of payment.

15. HOLD AND SAVE HARMLESS (JAN 2005) - The Contractor shall indemnify, hold and save harmless, and defend the NAFI, its outlets and customers from any liability, claimed or established for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products or services listed in this contract, except for such claims or damages caused by, or resulting from negligence of NAFI customers, employees, agents, or representatives. Also, Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of Contractor, its agents, representatives, or employees.

16. MODIFICATIONS (JAN 2005) - No agreement or understanding to modify this contract will be binding upon the NAFI unless made in writing and signed by a Contracting Officer from the office that issued the contract or its successor.

17. TAXES (JAN 2005)

a. Except as may be otherwise provided in this contract, the contract price includes all taxes, duties or other public charges in effect and applicable to this contract on the contract date, except any tax, duty, or other public charge, which by law, regulation or governmental agreement, is not applicable to expenditures made by the NAFI or on its behalf; or any tax, duty, or other public charge from which the Contractor, or any subcontractor hereunder, is exempt by law, regulation or otherwise. If any such tax, duty, or other public charge has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.

b. If for any reason, after the contract date of execution, the Contractor or subcontractor is relieved in whole or in part from the payment or the burden of any tax, duty, or other public charge included in the contract price, the contract price shall be correspondingly reduced; or if the Contractor or subcontractor is required to pay in whole or in part any tax, duty, or other public charge which was not applicable at the contract date of execution the contract price shall be correspondingly increased.

18. PROOF OF SHIPMENT (JAN 2005) - (Applicable to shipments outside the United States through the Surface Deployment and Distribution Command (SDDC) and Parcel Post shipments to overseas destinations.)

a. Notwithstanding any clause of this contract to the contrary, payment will be made for items not yet received, upon receipt of an invoice accompanied by an appropriate proof of shipment. If shipment is made by insured parcel post, the contractor must furnish a copy of the Insured Mail Receipt issued by the US Postal Service. Otherwise, a stamped copy of a Certificate of Mailing issued by the US Postal Service must be furnished. If shipment is made by a common carrier (rail, air or motor freight), the Contractor must furnish a signed copy of the shipping document on which items are receipted for by the common carrier. A signed receipt by a NAFI representative at the delivery point (CCP or POE) is also acceptable evidence of proof of shipment.

b. Forwarding a proof of shipment and an invoice for payment by the Contractor shall be construed as a certification by the contractor that the items shipped conform to the specifications.

c. Notwithstanding any provisions of this clause or any payment made pursuant to the terms of this clause prior to receipt of the items contracted for, the NAFI retains the right to inspect upon receipt and the right to reject nonconforming items. The liability of the Contractor with respect to items for which payments



have been made will, after inspection by the NAFI or after the expiration of a reasonable time following delivery to the NAFI within which inspection may be made, whichever occurs first, be limited to (i) exceptions taken at the time of inspection, and (ii) latent defects, fraud, or such gross mistakes as amount to fraud.

19. COMMERCIAL WARRANTY (JAN 2005) - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies covered.

20. ADVERTISEMENTS (JAN 2005) - Contractor agrees that none of its nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contest, sales brochures, etc, shall state, infer or imply that the Contractor's products or services are approved, promoted, or endorsed by the NAFI. Any advertisement, including cents-off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for, nor sponsored in whole or in part by, the particular activity.

21. DISCOUNTS FOR PROMPT PAYMENT (JAN 2005)

a. Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.

b. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

22. INVOICES (JAN 2005):

a. An invoice is a written request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties, must include) the following:

(i) Invoice date;

(ii) Name of Contractor;

(iii) Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;

(iv) Shipment number and date of shipment (Bill of Lading number and weight of shipment will be shown for shipments on Government Bills of Lading);

(v) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);

(vi) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and

(vii) Any other information or documentation required by other provisions of the contract (such as evidence of shipment). Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

b. For purposes of determining if interest begins to accrue under the PROMPT PAYMENT ACT (PUBLIC LAW 97-177):

(i) A proper invoice will be deemed to have been received when it is received by the office designated in the contract for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred.

(ii) Payment shall be considered made on the date on which a check for such payment is dated.

(iii) Payment terms (e.g., "Net 20") offered by the contractor will not be deemed Required payment dates.

(iv) The following periods of time will not be included:

(A) After receipt of improper invoice and prior to notice of any defect or impropriety, but not to exceed three days for meat and meat food products, five days for perishable agricultural commodities, and 15 days in all other cases, and

(B) Between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

23. ELECTRONIC FUND TRANSFER PAYMENTS (AUG 2007) - Federal law 31 USC requires Federal payments to be made by electronic fund transfer. Any payment made on this contract will be made using the Government Purchase Card as the method of EFT (unless otherwise specified within the contract or exempted by law).

24. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS (JAN 2005) - The Contractor shall provide immediate notice to the Contracting Officer in the event of being suspended, debarred or declared ineligible by any other Federal Department or agency, or upon receipt of a notice of proposed debarment from another DOD Agency, during the performance of this contract.

25. NON WAIVER OF DEFAULTS (JAN 2005) - Any failure by the NAFI at any time, or from time to time, to enforce or require strict performance of any terms or conditions of this contract will not constitute waiver thereof and will not affect or impair such terms or conditions in any way or the NAFI's right at any time to avail itself of such remedies as it may have for any breach or breaches of such terms and conditions.

**LIST OF FAR CLAUSES INCORPORATED BY REFERENCE**

The provisions of the following clauses set forth in the Federal Acquisition Regulation (FAR) or DoD FAR Supplement are hereby incorporated into this order or contract by reference with the same force and effect as though herein set forth in full. As used in the following clauses, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in FAR or DoD FAR Supplement on the issuance date of this order or contract. Clauses made inapplicable by the reference or by the kind of order, contract (e.g., orders or contract for services instead of supplies) or dollar amount are self-deleting. The complete text of any clause incorporated in this order or contract by reference may be obtained from the contracting officer.

| <i>CLAUSE NO.</i> |              | <i>REFERENCE</i> | <i>CLAUSE TITLE</i>  |
|-------------------|--------------|------------------|--|
| 26                | 52.243-1     |                  | Changes - Fixed-Price  |
| 27                | 52.222-13    |                  | Compliance with Davis-Bacon and related Act Regulations            |
| 28                | 52.222-41    |                  | Service Contract Act of 1965, as Amended                           |
| 29                | 52.225-11    |                  | Buy American Act-Construction Materials under Trade Agreements     |
| 30                | 52.222-4     |                  | Contract Work Hours and Safety Standards Act-Overtime Compensation |
| 31                | 52.246-16    |                  | Responsibility for Supplies  |
| 32                | 52.222-20    |                  | Walsh-Healy Public Contracts Act                                   |
| 33                | 52.222-26    |                  | Equal Opportunity  |
| *34               | 252.225-7036 |                  | Buy American Act-Free Trade Agreements-Balance of Payments Program |
| 35                | 52.222-3     |                  | Convict Labor  |
| *36               | 252.225-7002 |                  | Qualifying Country Sources as Subcontractors                       |

|     |              |  |
|-----|--------------|--|
| *37 | 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other Defense-Contract Felonies |
| 38  | 52.222-21    | Prohibition of Segregated Facilities   |
| 39  | 52.223-3     | Hazardous Material Identification & Material Safety                          |

\*Denotes DFARS

Attachment(s):  
Performance Work Statement

## PERFORMANCE WORK STATEMENT

### **I. Description of Services/General Information (definitions, etc)**

#### 1.1. SCOPE OF WORK

1.1.1. This is a non-personal service, non-instructional contract. The Contractor shall provide all services required to plan, staff, and operate the Summer Camp Adventure Program for the RAF Lakenheath Youth Program. The Summer Camp Adventure Program is a series of summer activities/Day camp mini-programs operated between the hours of 0630 to 1800, Monday through Friday, from approximately 20 June 2011 through 20 August 2011.

1.1.2. The counselor/interns and director shall provide adequate coverage to ensure the camp participant to counselor ratio is no greater than 25:1. Due to lodging limitations no more than 6 counselors, to include the camp director, can be accommodated. Exact times for these programs will be determined by the Camp Director, the 48<sup>th</sup> Force Support Squadron Youth Director and the 48<sup>th</sup> FSS School Age Coordinator at the weekly planning meeting outlined in Section 1.2.1. Required tasks are specified herein. The services will be performed in accordance with standard commercial practices, but shall obey all Air Force Instructions as outlined in Air Force Instruction 34-249 and AFMAN 34-251 at all times.

#### 1.2. PLAN SUMMER CAMP ACTIVITIES

1.2.1. Plans and Programming for the Summer Camp mini-activities. Each week, the contractor's Camp Director, the 48<sup>th</sup> FSS Youth Services Director, and the 48<sup>th</sup> FSS School Age Coordinator shall plan and outline the scheduled mini-camps for the coming week. The plan shall include activities as outlined under Section 1.4.5. of this Performance Work Statement. The meeting will include plans for up to 144 children whom meet the criteria found under Section 1.5.1. of this Performance Work Statement. The Camp Director shall reference Air Force Manual 34-251, (AFMAN 34-251), Chapter 10 while planning these activities. Class size, as determined by Air Force Instruction 34-249, (AFI 34-249), Section 1.2.7. shall be obeyed by the contractor while drafting the activities plan.

#### 1.3. STAFFING FOR SUMMER CAMP PROGRAMS.

1.3.1.1 **CAMP COUNSELOR INTERN:** Staffing for Summer Camp Programs shall consist of personnel who shall be assuming the duties of Camp Counselor Interns. These individuals should have some formal education or training/experience in recreation/leisure services, physical education, and general education to add professionalism to the program. Camp Counselor interns must be able to read and write in college-level English. The vendor shall provide the contracting office with a full listing of their potential applicants to staff these positions as part of their response to the solicitation package. The solicitation response package shall include a resume listing their prior experience and or training in dealing with participants for the Summer Adventure Camp Program.

1.3.1.2 **CAMP DIRECTOR:** The Summer Adventure Camp program is required to have one (1) Camp Director. This individual shall be responsible for the day-to-day development, implementation and evaluation of the program. At a minimum, the camp director should have prior youth experience including one (1) year of experience as a camp counselor for an Air Force Summer Camp Program or similar activity. The determination of the sufficiency of this individuals experience shall be determined by the Contracting Officer at the time of award. The vendor shall provide the contracting office with a full listing and resume of their potential applicant(s) to staff this position as part of their response to the solicitation package. Any changes to the position of Camp Director must be approved by the Contracting Officer.

#### 1.4. OPERATION OF THE SUMMER CAMP PROGRAM

1.4.1. The contractor shall provide a one week set-up phase from 13 June through 17 June. The contractor shall run the camps from approximately 20 June 11 through 20 August 11, and provide a one-day shut down phase on or about 20 August 11. RAF Lakenheath Youth Programs will conduct an orientation, which covers local base rules and regulations. Other topics will include partnership relationship with youth program, chain of command relationships, Services program, school-age program support to families and mission, family advocacy, child abuse/neglect reporting, group management/discipline procedures, emergency procedures for handling accident and injuries, prevention of exposure to blood and body fluids, children with special needs, and other local information.

1.4.2 The Contractor shall provide names and Social Security Numbers of Contractor's Program staff and their arrival information. The RAF Lakenheath Youth Program shall provide the Contractor with a more detailed orientation and prep time dates for the camp session, as well as a Point of Contact with commercial Fax and telephone numbers within 3 calendar days of contract award.

1.4.3 Assistant Mini-Camp Program Managers: Each mini-camp shall be assigned a summer camp counselor, following class size ranges as determined by AFI 34-249 Section 1.2.7. This individual is responsible for the overall coordination of a single mini-camp activity, the duration of which shall be determined by the weekly planning meeting outlined in Section 1.2.1. All mini-camp program managers are to ensure that government supplied first aid kits are available, should they be required due to traveling sufficient distance from either the main Youth Services facility or the Base Gymnasium. The government is obligated to provide these kits.

1.4.4. While the contractor shall run and coordinate the summer camp programs, at no time will they be solely responsible for the care and control of the youths enrolled in the program. Final oversight and control of the participants of the program shall at all times remain with the personnel of the 48<sup>th</sup> Force Support Squadron, in accordance with AFI 34-249 Section 1.2.4.3.

1.4.5. Appropriate Summer Mini-Camp Programs. It shall be the responsibility of the camp director and counselor interns to plan, organize, schedule and conduct a well rounded summer program that offers children and/or adolescents an opportunity to engage in a variety of age appropriate recreational activities that foster the mental, social, and physical well-being of each child and assists youth in overcoming the stress of relocation and adjustment to new peer groups. The program shall offer opportunities for creative and expressive experience, provide for the development of independence and feelings of self worth, and reflect geographic, ethnic and cultural differences. The day camp programs shall use creative contemporary themes to hold the interest of the campers. Thematic programming in specialty camps while optional is highly encouraged. The program shall use different formats and content areas to offer a variety of activities to meet various needs of youth. The program structure shall use format elements such as classes, clubs, rotating activities, activity programs, and interest centers. A rotation system where children rotate among activities shall also be used. The program shall include holiday programming where applicable, (i.e., 4<sup>th</sup> of July weekend). Any holiday celebration should emphasize basic human values shared by different cultural and ethnic groups served by the program. Appropriate programs to be made available under this contract are listed below. This listing shall not preclude the contractor from proposing alternate activities, provided the scheduled activities do not violate any Air Force or DOD directives and are approved by both the 48<sup>th</sup> FSS Youth Director and the 48<sup>th</sup> FSS School Age Coordinator. Should either the Youth Services Director or the School Age Coordinator propose any activities which the contractor believes falls outside of the scope of this contract, the Camp Director shall contact the 48<sup>th</sup> Contracting Squadron at the earliest available opportunity, where a final arbitration shall occur at the Contracting Officer's discretion.

#### **Day Camps**

\*Day Camp programs provide a wide range of enjoyable summer adventures for children and youth. Day Camp programs are structured to serve participants only during daylight hours and offer individuals on opportunity to experience camp life in a convenient format for both children and parents.

#### **Sports Camps**

\*Sport Camps are focused on helping children and youth learn sport skills, develop fitness, sportsmanship and self-confidence.

#### **Learning Adventures**

\* Pairs the Day Camp program with learning components such as math, reading, and science. Activities are developed by trained educators to facilitate learning in a specific area of need while offering the experience of camp life.

### **Spirit Activities**

\* The camps are focused on teaching cheerleading, basic stunts, tumbling dance and drill routines.

### **Dance Pursuits**

\*This program provides children and youth with the opportunity to explore the world of dance with an atmosphere that offers encouragement, challenge and development.

### **Art Fest**

\*Art Fest participants will be encouraged to focus their creative efforts on traditional art techniques as well as crafts; it is a chance for youth to discover the joy of creating with their own hands.

### **Computer Activities**

\*This program is focused on enhancing youth's computer skills. Basic user skills, word processing, internet and World Wide Web exploration. These computers shall remain within Bldg 250 at RAF Lakenheath. The contractor and the 48<sup>th</sup> FSS shall coordinate in providing any needed contractors with computer access for use with these computers.

1.4.6. Program Improvement Process: The Youth Director and/or School-Age Program Coordinator and the Summer Camp Program Director shall meet for 30-minutes, once a week, if required, to identify specific actions that may be taken to improve the overall quality of the day camp program. The meeting shall incorporate the principals of the Assessing School-Age Quality (ASQ) Program process and the Air Force School-Age Inspection Check List. When possible, a Family Member Support Flight Training and Curriculum Specialist shall participate in the meetings. When unavoidable circumstances preclude the weekly meeting from occurring, a mutually agreeable make-up date shall be scheduled.

1.4.7. The staff shall adopt universal precautions as outlined in Caring for Children, National Health and Safety Performance Standards, Guidelines for Out-Of-Home Child Care Programs available at the below website. All contractors are advised that should the below directives in any way divulge with AFI 34-249 or AFMAN 34-251, that the Air Force guidance shall have precedence.

<http://nrc.uchsc.edu/CFOC/HTMLVersion/TOC.html>

## **1.5. ADDITIONAL INFORMATION.**

1.5.1. Customer base for Summer Camp Program are US Military and Federal Employee youth between the ages of 5-18 years of age.

1.5.2. Participant-to-Counselor Intern ratios shall be no greater than 25:1, as directed by Air Force Instructions 34-249, Section 1.2.7., Youth Programs. High-risk activities should have a lower ratio, as applicable.

### **1.5.3. BACKGROUND CHECKS:**

1.5.3.1. All Contractor staff shall meet standard youth programs guidelines in AFI 34-249 Sections 2.2 and 4.3 and Department of Defense Instruction 1402.5 in reference to freedom of communicable disease, drug abuse, and child abuse. Staff must comply with requirement for a review of personnel and security records to include an FBI fingerprint check and State Criminal History Repository Check (SCHR) or a European equivalent if the contractor is based within Europe. Staff shall also provide checks of residences listed on employment and security application. At a minimum, communication in writing shall be made with each state/country, providing full identifying information concerning each applicant and requesting confirmation that the individual has not been convicted in that state/country of a sex crime, an offense involving a child victim, substance abuse felony, or a violent crime.

Contractor employees shall submit a completed Standard Form 85P, "Questionnaire for Public Trust Positions", which shall be provided to by the Contractor. The reason for request shall be identified as OTHER and annotated as CHILD CARE. The FD Form 258, "FBI Applicant Fingerprint Card" and the completed Standard Form 85P shall be forwarded for processing to:

Defense Investigative Service  
Personnel Investigative Center  
Attn: Air Force Liaison  
881 Elkridge Landing Road  
Linthicum MD 21090

A copy of FD Form 258 and SF 85P may be found at these links: <http://www.cybersecurityforensicanalyst.com/FD-258.htm>  
[http://www.opm.gov/Forms/pdf\\_fill/sf85p.pdf](http://www.opm.gov/Forms/pdf_fill/sf85p.pdf)

1.5.3.2. If an SCHR or a European equivalent background check is not returned by the state/country within 60 days, a final determination may be made based on the FBI fingerprint/European equivalent check and available background information by either the 48<sup>th</sup> FSS Youth Director or the 48<sup>th</sup> FSS School Age Coordinator, in association with the 48<sup>th</sup> Security Forces Squadron. While background checks are processing, staff may be provisionally hired as long as they are within the line-of-sight of an individual with a satisfactorily completed background check. Should any applicants fail their backgrounds checks, the procedures at Section 1.5.3.5 of this Performance Work Statement shall apply. Contract employees have the right to obtain a copy of the background check report and to challenge the accuracy and completeness of the information contained in the report. Contractor employees who have previously, (within the past five years), received a background check must provide proof of the check or obtain a new one.

1.5.3.3. Staff shall have had a physical examination within the last 3 years and must have the required immunizations for the United Kingdom. Personnel assigned outside the Continental United States (OCONUS) locations shall be screened for medical/emotional or special needs related conditions that may require special medical support or modified housing.

1.5.3.4. All counselor interns shall be trained to administer basic first aid and cardiopulmonary resuscitation (CPR) and be certified as qualified by a competent authority such as the Red Cross. This training shall be provided to the counselor interns by the Contractor, at no cost to the Air Force, prior to the counselor interns working in the field. Valid, (non-expired), copies of these training certificates shall be submitted to the Contracting Office no later than 14 calendar days after the date of contract award.

1.5.3.5. Contractor employee default. Should any of the contractor employees fail to complete the full term of the Camp, the contractor shall be obligated to refund the approximate portion of this employees labor back to the government. Failure to qualify for the background check shall serve as grounds for this default. (Example: Day camp is scheduled for 10 weeks, plus one week set-up. The employee completes the first 5 weeks, but returns home after this. The contractor shall refund 50% of the job payment for this individual). If required and deemed appropriate by the Contracting Officer, RAF Lakenheath shall still provide return transportation to the Gatwick, Stansted, or London Heathrow airports within the London metropolitan area. No refund, however, would be offered for any return expenses incurred by the contractor, and no replacement individual would be accepted for any of the remaining work.

1.5.4. If transportation is required/requested, the Contractor shall be responsible for ensuring the arrival of all personnel for this requirement to a single time/location in the London, UK metropolitan area. The Contractor shall be responsible for publishing the staff operating manual and providing one (1) copy for the Youth Services Director no later than 20 June 2011. The Contractor is encouraged to furnish a list of necessary supplies to RAF LAKENHEATH Contracting office upon award of the contract. The list should provide a general outline of requested materials for the various programs which the contractor intends to operate. The contractor shall be responsible for passport and visa arrangements for its staff.



## **II Services Summary**

2.1. Quality Control. Prior to contract performance the contractor shall be responsible for the creation and format of the quality control plan. This plan should be clearly understandable and compliant with current Air Force policy for Performance Based Services, Air Force Instruction 63-124.

2.2. The Camp Director shall be the head of the quality control program, with the head of the 48<sup>th</sup> Youth Services Center being the Quality Assurance Evaluation Personnel. There is to be a scheduled weekly meeting for the planning and proper execution of this requirement, it is strongly encouraged that both the government end user, (48<sup>th</sup> FSS), and the contractor work towards cooperation in meeting one another's needs.

2.3. The Statement of work requires a weekly quality control assessment, Section 1.4.6. It is to be supplemented with two formal reviews from the camp director, providing both an oral and written report on findings and recommendations to improve contract performance.

2.4. As this is a non-personnel service contract, the contractor employees shall obey the correct procedures for correcting discrepancies. Any problems or concerns raised by either government personnel or end users should be directed solely to the administering contracting specialist of this award. No major modifications to the scope of the work shall be performed by the contractors without prior approval of a warranted contracting officer. The contractor is to brief their employees of this matter, by providing a copy of this performance work statement to them, prior to commencement of work.

**III Government Furnished Property and Services:** The government will provide the facilities, fixtures, equipment, materials and services listed here.

### **3.1. PROPERTY.**

3.1.1. FACILITIES: Facilities available for day camp programs include the use of areas of the Youth Services Center location with activity spaces (indoor and outdoor), access to a gymnasium, and outdoor sports fields on U.S. military controlled property. The majority of the activities will take place at Building 250, Youth Services Center, on RAF Lakenheath. The government shall be responsible for the utilities used in any government facilities. Coordination for use of the gymnasium, or any other RAF Lakenheath facility, shall be the responsibility of the Youth Services Director, their necessity being determined at the weekly planning meeting held under Section 1.2.1.

3.1.1.1. Depending upon the contractors geographical location, if deemed appropriate by the Contracting Officer, lodging space for all Camp Directors and Counselor Interns shall be offered at no cost to the contractor. The personnel, (no greater than 6), shall be housed at the 48<sup>th</sup> FSS Department of Defense Dependents Schools Intern Housing Facility at RAF Feltwell. The contractor shall be entitled to housing for these six, (6), individuals at the government facility from 11 June 11 through 21 Aug 11. All utilities for this location, including electricity, sewage, etc. shall be at government expense. However, contractor personnel shall be held liable for any damages reasonably justified as being caused by them. The Contracting Officer shall be the final determining authority if a decision needs to be made when the contractor and the government user cannot agree on the preceding matter.

### **3.2. GOVERNMENT FURNISHED MATERIALS.**

3.2.1. The Government shall at a minimum provide the following supplies for the first aid kits: Disposable Rubber Gloves, Adhesive Bandages, Sterile Gauze, Tape, Liquid Sap, Zip Lock Bags, Small Scissors, Chemical Cold Packs (This requirement may be deleted when ice is available on site.), Tweezers and CPR Mouthpiece Barriers. A portable first aid kit provided by the youth center shall be available to support each group of campers away from the Youth Services Facility.

3.2.2. The Contractor shall furnish training materials for the training of the camp director and camp counselor interns. The Government may furnish materials, such as Department of Defense Dependents Schools School-Age

Training Modules, under this contract at no cost and these materials shall only be used in performance of services under this contract. All materials required to operate the Summer Camp Programs shall be government furnished. All issued accountable materials shall be returned not later than one (1) day following program closure. Contractor shall bear replacement costs for any lost, damaged or stolen Government Furnished Materials. The Government must be able to furnish proof that Contractor's counselor intern(s) is responsible for lost, damage or stolen materials.

3.2.3. Identification cards shall be issued to all contractor personnel as by the base. Identification cards (Uniformed Services Identification and Privileges Card, DD 1173, 1 March 1961 or latest edition) for commissary and Post Exchange privileges shall only be issued to US contractors. Return of same is required on the last working day of camp as a part of the exit checkout procedure followed by Contractor personnel. The 48<sup>th</sup> FSS and 48<sup>th</sup> SFS shall be responsible for coordination of these requirements, under the supervision and direction of the 48<sup>th</sup> FSS School Age Coordinator.

### 3.3. MATERIALS FOR USE BY THE CAMP PARTICIPANTS.

3.3.1. At no time, under this contract, shall the contractor be obligated to provide or reimbursed for any materials to be used by the individual Summer Camp participants. It shall be the sole responsibility of the 48<sup>th</sup> FSS and RAF Lakenheath to provide all materials to be used by said campers. (In example, Arts and Craft supplies, jerseys and sports equipment, Computer programs/equipment). This release shall not be construed to release the contractor from what is deemed as common sense care and maintenance of the government furnished supplies. Any supplies deemed foolishly damaged or wasted by the contractor's personnel shall be replaced/repared at the contractor's expense. The determination of said Fraud, Waste, or Abuse shall be the sole discretion of the Contracting Officer.

### 3.4. SERVICES PROVIDED BY THE GOVERNMENT FOR CONTRACTOR PERSONEL

3.4.1. Registration for the RAF Lakenheath Adventure Summer Camp shall be performed by 48<sup>th</sup> Force Support personnel currently employed by the 48<sup>th</sup> FSS Youth Center. Registration for the participants is to be handled exclusively by the 48<sup>th</sup> FSS Youth Center personnel.

3.4.2. If required, the government shall provide transportation, for the contractor personnel employed under this contract, for purposes of pick-up and delivery from RAF Lakenheath to any international terminals in the London, UK area for the six, (6), individuals to be employed at RAF Lakenheath. This service shall only be provided once, (round trip), for commencement and completion of this contract. If required, the government shall also provide transportation from RAF Lakenheath to and from a London UK metropolitan terminal once, (round trip) for the Visiting Project Coordinator, in the execution of their duties for this contract.

3.4.3. If required, the government shall also provide daily transportation, (round trip), for the pickup and drop-off of personnel at the commencement and completion of the duty-day for the six, (6), personnel living at the DODDS dorm at RAF Feltwell to the Youth Services Center on RAF Lakenheath. The time for this pick-up and delivery will be subject to the duty day determination made for that day at the prior week's planning meeting, (as outlined in Section 1.2.1.). The contractor shall be responsible to provide their own transportation during off duty hours, (i.e. food, shopping, ect.).

3.4.4. The government shall provide meals for the contractor personnel employed under this contract during such time that the camps activities are located off base. The contractor personnel shall be provided the same meals the youth are provided on such days. The contractor shall be responsible to provide all meals for its personnel during off duty hours as well as on days where the camps activities are located on the facility. US contractors shall be afforded commissary privileges for purchase of groceries IAW section 3.2.3 of this PWS.

3.4.5. The government shall provide, should the Youth Services Director determine necessary, USAFE driver's licenses for up to six, (6), of the contractor's personnel during the duration of this contract. This license is solely available to individuals with valid U.S. driver's licenses with copies of their individual driving record. The driving record must be no older than ninety (90) days prior to the date of application. No expense will be charged, however

a two hour class is mandatory – and receipt of the license is dependent on receiving a passing grade on the subsequent test. Further information may be found at: <http://www.mildenhall.af.mil/shared/media/document/AFD-070201-012.doc> .

3.4.6. Work related injuries and illnesses will be covered by the installation and emergency medical facilities and services will be available on a reimbursable basis.

#### **IV Work Load Estimates, Labor Hours**

4.1.1. The approximate workload estimate is a basis 40 hours a week schedule. Historical estimates indicate that we will have the class maximum of 144 participants, of various age groups. Prior performance on this award has been handled by university students pursuing degrees in child education, sports and education.