

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   53	
2. CONTRACT (Proc. Inst. Ident.) NO.		3. SOLICITATION NO. <b>SCO20014R0004</b>		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)		5. DATE ISSUED <b>March 17, 2013</b>		6. REQUISITION/PURCHASE NO.
7. ISSUED BY CODE <b>U.S. Embassy – Bogota Carrera 45 No. 24B-27 Bogota D.C., Colombia Phone: +571-275-2291/2238 Fax: +571-275-2152</b>				8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified, in <b>Block 7</b> until <u>1600 hours</u> local time <u>on April 22, 2014.</u> (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME <b>Carolyn A. Hightower/ Hernando Castillo</b>		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT <b>+571 -275-2238/2291</b>		C. E-MAIL ADDRESS <a href="mailto:HightowerCA@state.gov">HightowerCA@state.gov</a> <a href="mailto:CastilloEH@state.gov">CastilloEH@state.gov</a>		
<b>11. TABLE OF CONTENTS</b>								
(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM	<b>1</b>	X	I	CONTRACT CLAUSES	<b>23 - 29</b>	
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS	<b>3 - 8</b>	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS/WORK STATEMENT	<b>9 -12</b>	X	J	LIST OF ATTACHMENTS	<b>30 - 32</b>	
X	D	PACKAGING AND MARKETING	<b>13</b>	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE	<b>14 - 16</b>	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	<b>33 - 45</b>	
X	F	DELIVERIES OR PERFORMANCE	<b>17 - 18</b>					
X	G	CONTRACT ADMINISTRATION	<b>19 - 20</b>	X	L	INSTRS., COND., AND NOTICES TO OFFERORS	<b>46 - 51</b>	
X	H	SPECIAL CONTRACT REQUIREMENTS	<b>21 - 22</b>	X	M	EVALUATION FACTORS FOR AWARD	<b>52 - 53</b>	
<b>OFFER (Must be fully completed by offeror)</b>								
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days ( <i>120 calendar days unless a different period is inserted by the offeror</i> ) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT SEE 14 (See section I, Clause No 52.232-8)			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation and related documents ) numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR			CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [ ] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS			17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>								
19. ACCEPTED AS TO ITEM NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTRATION BY (If other than Item 7) CODE <b>SAME AS BLOCK #7</b>				25. PAYMENT WILL BE MADE BY CODE <b>FINANCIAL MANAGEMENT OFFICE – FMO CARRERA 45 #24B-27, BOGOTA D.C., Colombia</b>				
26. NAME OF CONTRACTING OFFICER (Type or print)  <b>Carolyn A. Hightower</b>					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.								

**TABLE OF CONTENTS**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS ..... 3

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT ..... 9

SECTION D - PACKAGING AND MARKING ..... 13

SECTION E - INSPECTION AND ACCEPTANCE ..... 14

SECTION F - DELIVERIES OR PERFORMANCE ..... 17

SECTION G - CONTRACT ADMINISTRATION DATA ..... 19

SECTION H - SPECIAL CONTRACT REQUIREMENTS..... 21

SECTION I - CONTRACT CLAUSES ..... 23

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS..... 30

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS ..... 33

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS..... 46

SECTION M - EVALUATION FACTORS FOR AWARD ..... 52

**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. VEHICLE INSURANCE SERVICES**

The Contractor shall provide insurance coverage and management of the related services for all the U.S. Government owned official vehicles, motorcycles, cargo trucks, and forklifts that are property of U.S. Embassy Bogotá and located in United States Embassy Bogotá, the Regional Office in Cartagena, and other regional offices and cities in Colombia.

**B.2 TYPE OF CONTRACT**

This is a fixed price type contract with an economic price adjustment.

**B.3. PRICES/PREMIUMS**

**B.3.1 VALUE ADDED TAX.**

VALUE ADDED TAX (VAT). The Contractor shall include 16% VAT as a separate charge on the Invoice.

B.3.2 Contractor’s premiums shall include all costs including personnel, administration, management, labor, transportation, overhead and profit. All premiums shall be in Colombian Pesos P\$.

**B.3.3. Premiums - Base Period:** The Contractor shall provide the services for the premiums shown below for the base period of the contract, starting on the start date in the Notice to Proceed and continuing for a period of 12 months.

**B.3.3.1 Third Party Liability Insurance – Basic and Excess “L” Contract Line Items)**

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***L001 through L389</b>						Col PS\$ _____
	VAT 16%					Col PS\$ _____
				<b>Total Annual Premium</b>		<b>Col PS\$ _____</b>

\*HP means horsepower

**\*\*\*Note to Offerors: For the pricing section, please refer to the attachment – Section - Pricing.**

B.3.3.2 Mandatory Transit Insurance (“M” Contract Line Items)

**\*\*\*Note to Offerors: For the pricing section, please referred to the attachment.**

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***M001 through M381</b>						Col PS\$ _____
						Total Annual Premium Col PS\$ _____
						<b>Grand Total Base Period Premiums Col PS\$ _____</b>

**B.4.0 Premiums – Option Year One:** The Contractor shall provide the services for the premiums shown below for Option Year One of the contract, starting one year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.4.1 Third Party Liability Insurance – Basic and “L” Contract Line Items)

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***L001 through L389</b>						Col PS\$ _____
						VAT 16% Col PS\$ _____
						<b>Total Annual Premium Col PS\$ _____</b>

B.4.2 Mandatory Transit Insurance (“M” Contract Line Items)

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***M001 through M381</b>						Col PS\$ _____
						Total Annual Premium Col PS\$ _____
						<b>Grand Total Option Year One Premiums Col PS\$ _____</b>

**\*\*\*Note to Offerors: For the pricing section, please refer to the attachment – Section - Pricing.**

**B.4.3 Premiums – Option Year Two:** The Contractor shall provide the services for the premiums shown below for Option Year Two of the contract, starting two years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.4.3.1 Third Party Liability Insurance – Basic and Excess (“L” Contract Line Items)

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***L001 through L389</b>						Col PS\$ _____
	VAT 16%					Col PS\$ _____
<b>Total Annual Premium</b>						<b>Col PS\$ _____</b>

B.4.3.2 Mandatory Transit Insurance (“M” Contract Line Items)

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***M001 through M381</b>						Col PS\$ _____
<b>Total Annual Premium</b>						<b>Col PS\$ _____</b>
<b>Grand Total Option Year Two Premiums</b>						<b>Col PS\$ _____</b>

**B.5.0 Premiums – Option Year Three:** The Contractor shall provide the services for the premiums shown below for Option Year Three of the contract, starting three years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.5.1 Third Party Liability Insurance – Basic and Excess (“L” Contract Line Items)

<u>Item Number</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***L001 through L389</b>						Col PS\$ _____
	VAT 16%					Col PS\$ _____
<b>Total Annual Premium</b>						<b>Col PS\$ _____</b>

**\*\*\*Note to Offerors:** For the pricing section, please refer to the attachment – Section - Pricing.

B.5.2 Mandatory Transit Insurance (“M” Contract Line Items)

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***M001 through M381</b>				Col PS\$ _____		
Total Annual Premium				Col PS\$ _____		
<b>Grand Total Option Year Three Premiums</b>				<b>Col PS\$ _____</b>		

**B.6.0 Premiums – Option Year Four:** The Contractor shall provide the services for the premiums shown below for Option Year Four of the contract, starting four years after year after start date in the Notice to Proceed and continuing for a period of 12 months.

B.6.1 Third Party Liability Insurance – Basic and Excess “L” Contract Line Items)

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***L001 through L389</b>				Col PS\$ _____		
VAT 16%				Col PS\$ _____		
<b>Total Annual Premium</b>				<b>Col PS\$ _____</b>		

<u>Item</u>	<u>Model Type</u>	<u>Year</u>	<u>Serial No.</u>	<u>Plate No.</u>	<u>HP*</u>	<u>Annual Premium</u>
<b>***M001 through M381</b>				Col PS\$ _____		
Total Annual Premium				Col PS\$ _____		
<b>Grand Total Option Year Four Premiums</b>				<b>Col PS\$ _____</b>		

B6.3. Grand Total

Grand Total Base Period Premiums:	Col P\$ _____
Grand Total Option Year One Premiums:	Col P\$ _____
Grand Total Option Year Two Premiums:	Col P\$ _____
Grand Total Option Year Three Premiums:	Col P\$ _____
Grand Total Option Year Three Premiums:	Col P\$ _____
Grand Total Base and All Option Period Premiums	Col P\$ _____

**\*\*\*Note to Offerors:** For the pricing section, please refer to the attachment – Section - Pricing.

## B.7.0 PARTIAL ANNUAL PREMIUMS

B.7.1 Annual Premiums. Payments shall be made annually in advance, as further addressed in G.2.4. The semi-annual premium shall be computed by dividing the annual premiums by twelve.

B.7.2 Premiums for Vehicles Added or Removed During Period of Performance.

B.7.2.1 Monthly Premiums. Premiums for vehicles added or deleted shall be computed on a monthly basis. Monthly premiums shall be computed by dividing the annual premiums by twelve.

B.7.2.2 Vehicles and Type of Insurance Coverage Added. Premiums for vehicles added to this contract or for which types of coverage are increased under this contract shall commence on the first day of the month in which the coverage is effective.

B.7.2.3 Vehicles and Type of Insurance Coverage Removed. Premiums for vehicles removed from coverage under this contract or for which types of coverage are deleted from this contract shall be paid through the last day of the month in which the vehicle or coverage is dropped.

## B.8.0 ADMINISTRATIVE RETENTION AMOUNTS

B.8.1 If the Contractor requests a price adjustment under B. 9 below, the Contractor must present cost experience data that includes the retention amount. For purposes of any economic price adjustment, this retention amount is a fixed amount that is a part of the premium amounts in B.3. This retention amount will not be adjusted for any reason.

The retention amount is part of the premium and may include, but not be limited to, such costs as overhead and general and administrative costs. It will also include any profit. Essentially, it includes all costs except the actual portion of the premium intended to fund claims paid.

B.8.2 sets forth the retention amounts per premium paid for each category of premium and for each period of performance.

NOTE TO OFFEROR - Fill in the fixed retention amounts for each period of performance and for each category of premium. This fixed amount must be expressed in the currency in which the premium amount is proposed. The fixed retention amount shall NOT be expressed in terms of a percentage of the premium.

B.8.3 Retention Amounts per separate premium paid for Third Party Liability Insurance.

Period of Performance	Bodily Injury	Property Damage
Base Period		
Option Year 1		
Option Year 2		
Option Year 3		
Option Year 4		

#### B.9.0 ECONOMIC PRICE ADJUSTMENT

B.9.1 Premiums may be adjusted upward or downward based on the experience rating of the Mission(s) covered by this contract. No adjustment will be allowed during the first twelve (12) months of the contract. After such time, the Contractor or the Government may request an adjustment in premiums on an annual basis. Before any such adjustment is made, the Contractor agrees to provide the Government a balance sheet showing receipts (premiums received), payments (claims paid), the retention amount paid to the Contractor, and the difference between amounts received and paid. The Government reserves the right to have an independent third party review the balance sheet and make recommendations regarding the appropriateness of the requested adjustment. Any adjustment shall be subject to mutual agreement of the parties and shall result in a written modification to the contract. Any failure to reach agreement under this clause shall be subject to the procedures in the Disputes clause.

B.9.2. The rates may also be adjusted during the performance period of the contract as a result of laws enacted by the host Government, if such change in the laws has a direct impact on the cost to the Contractor to perform this contract at the contracted rate. In that event, the Contracting Officer may enter into negotiations with the Contractor to modify the contract to adjust the premium rate. The Contractor agrees to provide all documentation necessary to support any requested adjustment.

**SECTION C**  
**DESCRIPTION/SPECIFICATION/WORK STATEMENT**

C.1. GENERAL

C.1.1 The U.S. Embassy – Bogota requires vehicle insurance coverage of all the U.S. Government official vehicles, motorcycles, cargo trucks, and forklifts that are property of U.S. Embassy Bogotá and located in American Embassy Bogotá, the Regional Office in Cartagena, and other regional offices and cities in Colombia. The specific coverage under this contract is set forth in Section C and the Attachments in Section J.

C.1.2 Definitions

*FMC* Financial Management Center or the paying office

*COR* Contracting Officer's Representative.

*GSO* General Services Officer in charge of the General Services Office at post. This officer is usually the Contracting Officer for this contract.

C.2. INSURANCE COVERAGE.

The Contractor shall provide Third Party and Excess Liability and Mandatory Transit Insurance coverage for all the vehicles, motorcycles, cargo trucks, and forklift listed in Section B. This insurance shall include:

<u>Type of Coverage</u>	<u>Minimum Required Amount</u>
<b>a. Third Party and Excess Liability Insurance accident</b>	<b>Col Pesos \$660.000.000.00 per</b>
<b>b. Mandatory Transit Insurance</b>	<b>Col Pesos per victim</b>
1. Medical Expenses/Surgery/Medicines	800 x daily minimum wage
2. Permanent Disability	180 x daily minimum wage
3. Victim Death & Funeral Expenses	750 x daily minimum wage
5. Victim Transportation expenses	10 x daily minimum wage

C.3. OTHER CONTRACTOR REQUIREMENTS

C.3.1 Managerial and Administrative Support.

C.3.1.1 The Contractor shall furnish all managerial and administrative support necessary to furnish the insurance under this contract.

C.3.1.2 The Contractor shall provide a representative for the daily administration of this contract. This representative will meet with the Contracting Officer's Representative (COR) as needed. The representative shall hand carry original documents, such as accident reports, to the Contractor's office so that claims are received with the legally stipulated time of twenty-four (24) hours from the accident. If the representative is absent, an alternate shall serve as a replacement. The alternate shall be familiar with this contract and all cases in progress.

### C.3.2 Legal Assistance

C.3.2.1 If, and to the extent, authorized in advance by the United States Department of Justice and requested by the Contracting Officer, the Contractor shall provide legal services in case of any accidents that are brought into court involving vehicles covered by the Contractor's policy. This service shall include adjudication and management of every case through final resolution, even if the insurance policy has expired before the time of final resolution. There shall be no additional charge for this service.

C.3.2.2 The Contractor shall inform the Contracting Officer immediately if third parties threaten legal action as a result of inability to settle any accident.

C.3.2.3 The fact that the Embassy enjoys diplomatic immunity shall not in itself be a sufficient reason for refusing to settle any insurance case.

C.3.2.4 The Contractor understands the publicity caused by undue delay may embarrass the United States Government. The Contractor must agree to take proper and discreet action to settle each accident on its merits.

## C.4 REPORTS

C.4.1 Monthly. The Contractor shall submit an individual status report for every vehicle involved in an accident, whether the case is pending or resolved. These reports shall comply with Exhibit B. Each report shall cover information for the previous month.

C.4.2 Semi-Annual. The Contractor shall submit a report twice each year of all resolved cases explaining the circumstances and liability of the parties. This report shall cover the preceding six months.

C.4.3. List of Vehicles Covered. The Contractor shall update a complete list of all vehicles covered under this contract.

C.4.3.1 This list shall include, as a minimum, the following items:

Vehicle line item number as assigned in subparagraphs B.3.3 . through B.6.2., Base year and all Option years.

Serial number and brief description of vehicle: Make, model, type, motor number (if applicable), VIN number, Year, Color, c.c. of engine size, and

Type(s) of coverage and annual premium for each type of coverage

C.4.3.2 The Contractor shall provide this list within ten (10) days of contract award. The Contractor shall update this list within ten (10) days of each contract modification that revises the vehicles to be insured.

## C.5 CHANGES IN VEHICLES REQUIRING COVERAGE OR CHANGES IN TYPES OR AMOUNTS OF COVERAGE REQUIRED

C.5.1 Notification to Contractor. The Contracting Officer will notify the Contractor by letter, each time there is a change in the vehicles covered under the contract or a change in the types of coverage for any vehicles. This letter will request pricing from the Contractor. The Contractor shall have five (5) days to propose premiums.

The Contracting Officer will normally modify the contract bilaterally within ten (10) days of the notification, presuming the parties can reach agreement on the premiums. Only the Contracting Officer is authorized to add or remove vehicles from coverage or modify the type of insurance coverage for a vehicle, under this contract. The Contractor shall not add or remove vehicles or revise the type of coverage for any vehicles under this contract without written notification from the Contracting Officer.

C.5.2 Contract Modification. The contract modification will include:

- the vehicles added, removed and/or vehicles for which type of insurance coverage is changed
- effective date of coverage
- annual premiums and insurance coverage the Contractor shall provide.

C.5.3 Addition or Removal of Vehicles Covered. The Contracting Officer may add or remove vehicles insured under this contract at any time, during any of the periods of performance, under this contract.

## C.6 ELIGIBLE PARTICIPATING AGENCIES

The agencies eligible for the vehicles insurance services are:

C.6.1. U.S. Embassy – Bogota.

C.6.2. The following other U.S. Government Agencies assigned to the U.S. Embassy may use this contract:

- Agency for International Development – AID
- Department of Agriculture – Animal and Plant Health Inspection Service – APHIS and Foreign Agricultural Service – FAS
- Department of Defense: Defense Attache Office – DAO and USMILGP
- Department of Treasury: U.S. Internal Revenue Service – IRS; U.S. Immigration and Customs Enforcement – ICE; U.S. Secret Service – USSS, Office of Foreign Asset Control – OFAC; and Financial Institutions Guarantee Fund – FOGAFIN
- Department of Justice: Justice Sector Reform Program –JSRP, Judicial Attache – JUDAT; Bureau of Alcohol, Tobacco and Firearms – ATF; U.S. Department of Justice Overseas Prosecutorial Development, Assistance and Training – OPDAT; International Criminal Investigative Training Assistance Program – ICITAP; Legal Attaché Office, (LEGAT), U.S. Marshals (USMS), and Drug Enforcement Administration – DEA
- Department of Commerce - FCS
- Office of Regional Affairs, (ORA);
- U.S. Army Corps of Engineer, (USACOE);
- Marine Security Guards, (MSG);
- Narcotics Affairs Section – (NAS)
- Antiterrorist Training Assistance – (ATA)

#### C.7. INSURANCE DOCUMENTS

The Contractor shall provide the documents for all covered vehicles according to the following timelines:

- Mandatory Transit Insurance - Five (5) working days prior to the annual renewal of each vehicle covered.
- Third Party and Excess Liability Mandatory Insurance – Ten (10) working days prior to the annual renewal of each vehicle covered. However, in some instances the renewal may be less than 12 months to coincide with the option renewal period of performance.

**SECTION D**  
**PACKAGING AND MARKING**

RESERVED

## SECTION E

### INSPECTION AND ACCEPTANCE

#### E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

##### 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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

Clause

Title and Date

52.246-4 Inspection of Services – Fixed Price (MAR 2001)

E.2. Quality Assurance and Surveillance Plan (QASP). This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

<b>Performance Objective</b>	<b>PWS Para</b>	<b>Performance Threshold</b>
<b><u>Services.</u></b> Performs all vehicle insurance services set forth in the performance work statement (PWS)	C.1 thru C.7	All required services are performed and no more than one (1) customer complaint is received per month
✓ Monthly accident report,	C.6.1	

<ul style="list-style-type: none"> <li>✓ Semi-Annual Report for resolved cases/ accidents, and</li> <li>✓ Update List of Vehicles Covered</li> <li>✓ Quarterly Meetings to discuss policy, behavior of claims, and coverage issues, as necessary;</li> <li>✓ The Contractor shall provide a representative for the daily administration of this contract;</li> </ul>	<p>C.6.2</p> <p>C.5</p>	
--	-------------------------	--

E.2.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.2.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.246-4, Inspection of Services-Fixed Price (August 1996)), if any of the services exceed the standard.

E.2.3 PROCEDURES.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

**SECTION F  
DELIVERIES OR PERFORMANCE**

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.242-15	Stop Work Order (AUG 1989)
52.242.17	Government Delay of Work (APR 1984)

F.2 PERIOD OF PERFORMANCE

F.2.1 The performance period of this contract is from the start date listed in the Notice to Proceed and continuing for twelve months.

F.2.2. The Government may extend this contract under FAR 52.217-9, “Option to Extend the Term of the Contract” and 52.217-8, “Option to Extend Services”.

F.3 DELIVERABLES

The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
C.5. List of Vehicles Covered	1	5 days after event	Contracting

		described in C.5	Officer
C.6.1. Monthly Report	1	5 <sup>th</sup> of each month	COR
C.6.2. Semi-Annual Report	1	5 <sup>th</sup> of each month	COR

F.4 DELIVERABLE ADDRESSES

F.4.1 Reports to Contracting Officer. The Contractor shall deliver reports to the Contracting Officer at the following address:

***U.S. Embassy – Bogota  
General Services Office  
Carrera 45 No. 24B-27  
Attn: Contracting Officer***

F.4.2 Reports to Contracting Officer’s Representative. The Contractor shall deliver reports to the Contracting Officer’s Representative at the following address:

***U.S. Embassy – Bogota  
General Services Office  
Carrera 45 No. 24B-27  
Attn: Customs & Shipping Supervisor***

F.5. Notice to Proceed - At the time of contract award, the Government will also issue a Notice to Proceed. This Notice to Proceed will establish a start date for providing the insurance services required under this contract. The Government will give the Contractor a minimum of ten (10) days to start providing services, unless both parties agree to an earlier start date.

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**  
**(AUG 1999)**

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Customs & Shipping Supervisor.

**G.2 SUBMISSION OF INVOICES**

G.2.1 The Contractor shall submit invoices in an original and one (1) copy to the Contracting Officer's Representative (COR) at the following address:

***U.S. Embassy – Bogota***  
***Financial Management Office***  
***Carrera 45 No. 24B-27***  
***Bogota D.C., Colombia***

G.2.2 A proper invoice shall comply with the requirements of Section I.1, FAR 52.232-25, "Prompt Payment".

G.2.3 Payment. The Government will make all payments in Colombian Pesos Col P\$.

**G.2.3.1 VALUE ADDED TAX.**

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice.

G.2.4 Timing of Payments - Payments under this contract will be made as follows:

1. For Third Party and Excess Liability Insurance: Annually in advance, within thirty (30) days after:

- a) The date of receipt of a proper invoice in the designated payment office duly approved by the COR that services have been received complete, and
  - b) Receipt of the actual insurance policy(ies) on all vehicles that are accepted by the Government, whichever is later.
2. For Mandatory Insurance (SOAT): Quarterly in advance, within thirty (30) days after:
    - a) The date of receipt of a proper invoice in the designated payment office duly approved by the COR that services have been received complete, and
    - b) Receipt of the actual insurance policy(ies) on all vehicles that are accepted by the Government, whichever is later.

### G.3 CREDITS AND REFUNDS

In the event that premiums have previously been paid for a vehicle subsequently removed from coverage or for a vehicles on which the cost of coverage has been subsequently reduced, all or any part of any resulting overpayment shall, in the sole discretion of the Contracting Officer, be:

- Applied as a credit against additional payments owed to the Contractor under the applicable contract, or;

Refunded by the Contractor to the U.S. Government by certified bank check made payable to the U.S. Treasury, for Third Party and Excess Liability only. The bank check shall be remitted to:

***U.S. Embassy – Bogota  
Financial Management Office  
Carrera 45 No. 24B-27  
Bogota D.C., Colombia***

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1. INSURANCE POLICY**

H.1.1 The Contractor's insurance policy is incorporated into this contract as Exhibit C of Section J.

H.1.2 The Contractor shall include an English translation of the original insurance policy without cost to the Government.

**H.2 PERMITS**

Without cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

**H.3 STANDARDS OF CONDUCT**

(a) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(c) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(d) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official

authority or credentials; security violations; and organizing or participating in gambling in any form.

#### H.4 SECURITY

H.4.1 General. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Government will run background checks on all proposed Contractor employees who will require entry onto Government premises. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract.

H.4.2 Time Requirements. Within five days after contract award, the Contractor shall submit the following information for clearance for the Contractor's representative and alternate.

H.4.3 Required Information. The Contractor shall complete and application form for each employee. This application will be provided by the COR.

**SECTION I**  
**CONTRACT CLAUSES**

I.1. FEDERAL ACQUISITION REGULATION (FAR)(48 CFR CHAPTER 1)  
CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS	APR 2010
52.204-4	RESERVED	
52.204-9	RESERVED	
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.210-1	RESERVED	
52.215-2	AUDIT AND RECORDS - NEGOTIATION	OCT 2010

52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS	OCT 2010
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	NOV 2013
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
53.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT (b)(2). . .30th day.	JUL 2013
52.232-32	PERFORMANCE-BASED PAYMENTS	APR 2012
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995

52.243-1	CHANGES - FIXED-PRICE ALTERNATE II (APR 1984)	AUG 1987
52.245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

#### FAR CLAUSES INCORPORATED IN FULL TEXT

##### 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

##### I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

##### I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty – (60) months/ five – (5) years, including base and all option years.**

I.4 RESERVED

I.5 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR  
(APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.6 DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR)  
CLAUSES INCORPORATED IN FULL TEXT

I.6.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE PROCEDURES (MAY 2011): RESERVED

(End of clause)

I.6.2 652.225-71 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.

### I.6.3 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 3) Contractor personnel may not utilize Department of State logos or indicia on business cards.

I.6.4 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I.6.5 652.242-73 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.

I.6.6 652.243-70 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.

I.6.7 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

## **SECTION J**

### **LIST OF ATTACHMENTS**

- Exhibit A - CONTRACTOR'S MONTHLY AND BI-ANNUAL STATUS REPORTS
- Exhibit B - CONTRACTOR'S INSURANCE POLICY FOR THIRD PARTY LIABILITY COVERAGE- BASIC AND EXCESS AND MANDATORY TRANSIT INSURANCE

## EXHIBIT A

### CONTRACTOR'S MONTHLY AND SEMI-ANNUAL STATUS REPORTS

These reports shall, as a minimum, contain the following information:

- Date and place of accident
- Embassy driver involved
- Identification and license plate of Embassy vehicle
- Type of coverage
- Which party is liable for the accident and why
- Name and address of adverse party
- Name and address of adverse insurance company
- Current status of settlement, if pending explain why
- If a case is settled, give date of settlement, name of party who was reimbursed
- Date of reimbursement
- In case settlement payment is made directly to a garage, date of payment

EXHIBIT B

CONTRACTOR'S INSURANCE POLICY(IES)

FOR THIRD PARTY AND EXCESS LIABILITY COVERAGE INSURANCES

AND

MANTATORY INSURANCE (SOAT)

**To be added at time of contract award.**

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF**  
**OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.  
(APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

#### K.3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of the Federal Government.

(e) 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 \_\_\_\_\_

(f) Common Parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

\_\_\_ Name and TIN of common parent;

Name \_\_\_\_\_

TIN \_\_\_\_\_

K.4 52.225-20 - Prohibition on Conducting Restricted Business Operations in Sudan—Certification (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

K.5 52.204-8 Annual Representations and Certifications. (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 524126.

(2) The small business size standard is 1500 staff.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or

include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_(B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

**FAR Clause**

#	Title	Date	Change
_____	_____	_____	_____

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.

(End of provision)

**K.6. 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have o have not o, 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 public (Federal, State, or local) 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 (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of provision)

K.7. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for contract administration, which includes all matters pertaining to payments.

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

K.8. 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.

**[Proposal Note: If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of the following provision, the bidder/offeror shall include Defense Base Act insurance costs covering those employees in their proposed prices. The bidder/offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.]**

K.9. 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of **Colombia**.

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

K.10. **52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation. (May 2011)**

(a) Definition. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874 .

(c) Representation. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

(2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

### L.1 SUBMISSION OF OFFERS

L.1.1 General. This solicitation is for the performance of the services described in Section C - PERFORMANCE WORK STATEMENT, and the Exhibits attached to this solicitation.

### L.1.2 QUALIFICATIONS OF OFFERORS

**Instructions to Offeror.** Each offer must consist of the following:

1. List of clients over the past three (3) years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Colombia then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for the vehicle insurance (third party and mandatory insurances services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

L.2 SUBMISSION OF OFFERS

L.2.1 General

This solicitation is for providing vehicle insurance as described in Section C and the Exhibits which are a part of this solicitation.

L.2.2. Summary of Instructions

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Executed Standard Form 33, "Solicitation, Offer and Award", and completed Section K - "Representations, Certifications and Other Statements of Offerors"	<u>1</u>
2	Price Proposal and completed Section B - "Supplies Or Services And Prices/Costs"	<u>1</u>
3	Technical Proposal.	<u>2</u>

\* The total number of copies includes the original as one of the copies.

The complete offer shall be submitted at the address indicated at Block 7 of Standard Form (SF) 33, if mailed, or the address set forth below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF 33).

---

---

---

---

The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

L.2.3. Closing Date. The complete offer shall be received by the *U.S. Embassy – Bogota* located at the address indicated on the solicitation cover page, no later than *April 22, 2014, 1600 hours, local time*.

#### L.2.4 Detailed Instructions

(1) Volume I: Standard Form (SF) 33 and Section K. Complete blocks 12 through 18 of the SF 33 and all of Section K.

(2) Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B, including all options.

(3) Volume III: Technical Proposal.

(a) Management Information – Provide the following:

(1) Company profile including a list of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

(2) A list of key management personnel and their profiles;

(3) Name of Project Manager who understands written and spoken English;

(4) Evidence of Required Licenses and Permits;

(5) Copy of Mandatory Insurance Policy(ies), in local language and translated into English

(b) Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

(1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;

(2) Contract number and type;

- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Any terminations (partial or complete) and the reason (convenience or default).

### L.3 PROPRIETARY DATA

The offeror will identify proprietary data by page(s), paragraph(s) and sentence(s), and shall not generalize.

### L.4 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>FAR REFERENCE</u>	<u>DATE</u>	<u>TITLE</u>
52.209-7	FEB 2012	Information Regarding Responsibility Matters
52.209-9	FEB 2012	Updates of Information Regarding Responsibility Matters ALT 1
52.214-34	APR 1991	Submission of Offers in English Language
52.215-1	JAN 2004	Instructions to Offerors—Competitive Acquisition*

\* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.

#### L.5 SOLICITATION PROVISIONS INCLUDED IN FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract.

##### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from contracting officer at Carrera 45 No. 24B-27.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### L.6. 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

(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 office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award 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, **Management Counselor**, at **571-275-2502 and fax number 571-275-2152**. 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) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

#### L.7 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on **March 25, 2014 at 1030 hours at the US Embassy – Bogota, Carrera 45 No. 24B-27**. Offerors are urged to submit written questions using the address provided in block 9 of Standard Form 33, Solicitation, Offeror and Award, of this solicitation. Attendees should bring written questions to the proposal conference. As time permits and after the Contracting Officer discusses the solicitation and written questions are answered, oral questions will be taken.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF PROPOSALS**

M.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section L. Proposals must meet all the requirements of this solicitation.

#### **M.1.2. Basis for Award.**

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

##### **a) Initial Evaluation**

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing required information.

##### **b) Technical Acceptability**

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of the technical proposal required by Section L, including a review of the offeror's proposed project manager to ensure that she or he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in Section L to verify quality of past performance.

##### **c) Responsibility**

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- (1) adequate financial resources or the ability to obtain them;
- (2) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) satisfactory record of integrity and business ethics;
- (4) necessary organization, experience, and skills or the ability to obtain them;

(5) necessary equipment and facilities or the ability to obtain them; and

(6) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified following FAR 15.503.

#### M.2 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

#### M.3 SEPARATE CHARGES

Separate charges, in any form, are not solicited.

#### M.4 FAR52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).