SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER: WF7LKT22220601

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W913FT-13-R-0003	13-Mar-2013

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	ANNABELLE MILLER	011-571-383-4227	10:00 AM 15 Apr 2013

9. ISSUED BY CODE W913FT

REGIONAL CONTRACTING OFFICE (RCO) BOGOTA
CARRERA 45 NO. 24B-27
USMILGP CONTRACTING
BOGOTA

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: $14M NAICS: 238210

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [ ] RFQ
- [ ] IFB
- [X] RFP

15. DELIVER TO CODE WF7LKT
USMILGP COLOMBIA - IIT
PEDRO NUNEZ
GENESIS COMPOUND
LA MACARENA
TEL: 383-4235 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/OFFEROR CODE

TEL. FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL: EMAIL:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each		

Scan Eagle Integration - Module 1
FFP
IAW Para 5.2 through Para 5.2.7.1 of the Specifications / Requirements / Performance Work Statement per Exhibit A.

Price for all supply items shall include door to door delivery to La Macarena, Meta, Colombia.

Customs and clearance charges for all supply items shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.

FOB: Destination
PURCHASE REQUEST NUMBER: WF7LKT22220601

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each		

Scan Eagle Integration - Module 2
FFP
IAW Para 5.3 through Para 5.3.4.1 of the Specifications / Requirements / Performance Work Statement per Exhibit A.

Price for all supply items shall include door to door delivery to La Macarena, Meta, Colombia.

Customs and clearance charges for all supply items shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		

Scan Eagle Integration - Module 3
FFP
IAW Para 5.4. through Para 5.4.4.1 of the Specifications / Requirements / Performance Work Statement per Exhibit A.

Price for all supply items shall include door to door delivery to La Macarena, Meta, Colombia.

Customs and clearance charges for all supply items shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		

Scan Eagle Integration - Module 4
FFP
IAW Para 5.5 through Para 5.5.4.1 of the Specifications / Requirements / Performance Work Statement per Exhibit A.

Price for all supply items shall include door to door delivery to La Macarena, Meta, Colombia.

Customs and clearance charges for all supply items shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Each		

Scan Eagle Integration - Module 5
FFP
IAW Para 5.6 through Para 5.6.14.1 of the Specifications / Requirements / Performance Work Statement per Exhibit A.

Price for all supply items shall include door to door delivery to La Macarena, Meta, Colombia.

Customs and clearance charges for all supply items shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		20	Each		
OPTION					

Option - Additional LCS Circuit Boards
FFP
Install additional twenty (20) LCS circuit boards IAW Para 5.3.5 of the Specifications / Requirements / Performance Work Statement per Exhibit A.

Price for all supply items shall include door to door delivery to La Macarena, Meta, Colombia.

Customs and clearance charges for all supply items shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Technical Support FFP Remote and on-site technical support IAW Para 5.7 through Para 5.7.4 of the PWS. Services will start after the completion and acceptance of of Module 5. FOB: Destination	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	DBA Workers' Compensation Insurance COST The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance. The amount will not be included in price evaluation. FOB: Destination		Job		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Each		
	Contractor Manpower Reporting FFP IAW Par 5.8 of the PWS. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010			Job		
	Travel COST IAW Par 1.6.12 through Para 1.6.12.1 of the PWS. Note: This wil be excluded from price evaluation. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007 OPTION		12	Months		
	Technical Support FFP Remote and on-site technical support IAW Para 5.7 through Para 5.7.4 of the PWS. FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008 OPTION			Job		

DBA Workers' Compensation Insurance

COST

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.

The amount will not be included in price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION		1	Each		

Contractor Manpower Reporting
FFP
IAW Par 5.8 of the PWS.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	Travel COST IAW Par 1.6.12 through Para 1.6.12.1 of the PWS. Note: This wil be excluded from price evaluation. FOB: Destination		Job		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Technical Support FFP Remote and on-site technical support IAW Para 5.7 through Para 5.7.4 of the PWS. FOB: Destination	12	Months		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION			Job		

DBA Workers' Compensation Insurance

COST

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.

The amount will not be included in price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION		1	Each		

Contractor Manpower Reporting
FFP
IAW Par 5.8 of the PWS.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	Travel COST IAW Par 1.6.12 through Para 1.6.12.1 of the PWS. Note: This wil be excluded from price evaluation. FOB: Destination		Job		
				ESTIMATED COST	

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

0001	180 dys. ADC	1	USMILGP COLOMBIA - IIT PEDRO NUNEZ GENESIS COMPOUND LA MACARENA 383-4235 FOB: Destination	WF7LKT
0002	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	180 dys. ADC	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	N/A	N/A	N/A	N/A
0008	180 dys. ADC	1	USMILGP COLOMBIA - IIT PEDRO NUNEZ GENESIS COMPOUND LA MACARENA 383-4235 FOB: Destination	WF7LKT
0009	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0010	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	180 dys. ADC	1	USMILGP COLOMBIA - IIT PEDRO NUNEZ GENESIS COMPOUND LA MACARENA 383-4235 FOB: Destination	WF7LKT
2007	N/A	N/A	N/A	N/A
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A

2010	180 dys. ADC	1	USMILGP COLOMBIA - IIT PEDRO NUNEZ GENESIS COMPOUND LA MACARENA 383-4235 FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7008	Only One Offer	JUN 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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); and

(C) Are ( ) are not ( ) 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.; and

(D) Have [ballot], have not [ballot], 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. Sec. 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. Sec. 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. Sec. 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 ( ) 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).

(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)

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal 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).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)
(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Acceptability

2. Price

Award will be made to the lowest priced technically acceptable offer.

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

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

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 2012) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It * is, * is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ----------.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ballot] is, [ballot] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the

joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----------.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

_____

(10) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ $1 million or less

___ 51 - 100 ___ $1,000,001 - $2 million

___ 101 - 250 ___ $2,000,001 - $3.5 million

___ 251 - 500 ___ $3,500,001 - $5 million

___ 501 - 750 ___ $5,000,001 - $10 million

___ 751 - 1,000 ___ $10,000,001 - $17 million

___ Over 1,000 ___ Over $17 million

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

(i) General. The offeror represents that either--

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

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

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

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

(The offeror shall check the category in which its ownership falls):

____Black American.

____Hispanic American.

____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

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

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

(2) Affirmative Action Compliance. The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

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

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I *(Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:
Line Item No.:
_____
[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II *(Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

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

Line Item No.:	Country of Origin:

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	• Listed Countries of Origin:
•	•
•	•

•	•

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

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

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

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

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

(2) ( ) Outside the United States.

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

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

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

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

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

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

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

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

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

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ) TIN: ----------.

( ) TIN has been applied for.

( ) TIN is not required because:

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

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other ----------.

(5) Common parent.

( ) Offeror is not owned or controlled by a common parent;

( ) Name and TIN of common parent:

Name ----------.
TIN ----------.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

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

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

(o) Sanctioned activities relating to Iran.

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

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

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

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

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

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

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

_X__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

_X__ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

_X___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

_X___ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

____ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

____ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

_X___ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X___ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X___ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

_X___ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X___ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

_X___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

_X___ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____(40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

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

_____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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

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

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

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

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

_____ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor at least thirty (30) days before projected delivery date. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least three (3) days before contract expiration.

(End of clause)

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 at least three (3) days before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 36 months .

(End of clause)

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 Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Regional Contracting Office (RCO) – Bogota
U.S. Embassy – Bogota
MILGP Unit 5140
APO AA 34038

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

(End of provision)

ADDENDUM

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

The AMC-level protest procedures are found at: http://www.amc.army.mil/pa/COMMANCOUNSEL.asp

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and 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 determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2012)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_X___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) _X___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) ____ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) _X___ 252.225-7012, Preference for Certain Domestic Commodities (DEC 2012) (10 U.S.C. 2533a).

(10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

12) ____ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).

13)(i) ____ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUN 2012) of 252.225-7036.

(iii) ____ Alternate II (NOV 2012) of 252.225-7036.

(iv) ____ Alternate III (JUN 2012) of 252.225-7036.

(v) ____ Alternate IV (NOV 2012) of 252.225-7036.

(vi) ____Alternate V (NOV 2012) of 252.225-7036.

(17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) _X___ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) _X___ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).

(23) _X___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

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

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

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

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.FCO

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of ``sexual assault'' in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative in coordination with the Regional Security Officer and written authorization from the Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or

Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

(1) For Army contracts: HQDA-AT; telephone DSN 222-9832 or commercial (703) 692-9832.

(2) For additional information: Assistant Secretary of Defense for Special Operations and Low-Intensity Conflict, ASD (SOLIC); telephone DSN 227-7205 or commercial (703) 697-7205.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: IVA RATE (PERCENTAGE): 16%

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COMBO

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

WF7LKT – BOGOTA, COLOMBIA

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0491
Issue By DoDAAC	W913FT
Admin DoDAAC	W913FT
Inspect By DoDAAC	WF7LKT
Ship To Code	WF7LKT
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	WF7LKT
Service Acceptor (DoDAAC)	WF7LKT
Accept at Other DoDAAC	N/A

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Sergio Mendez sergio.mendez@tcsc.southcom.mil

Annabelle F. Miller annabelle.miller@tcsc.southcom.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Annabelle F. Miller annabelle.miller@tcsc.southcom.mil

Robert R. DeVisser robert.devisser@tcsc.southcom.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

POINT OF CONTACT
GOVERNMENT POINT OF CONTACT:

REQUIRING ACTIVITY

Pedro Nunez
Cell: 011-57-1-2275-2544
E-mail: pedro.nunez@tcsc.southcom.mil

CONTRACTING OFFICER

Annabelle F. Miller
E-mail: annabelle.miller@tcsc.southcom.mil
Tel: 011-57-1-275-4227
Cell: 011-57-320-859-6933

ADDENDUM TO FAR 52.212-1
ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

Par (h) is amended to read: Single Award. The Government intends to award a single contract resulting from this solicitation. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make any award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

ADDITIONAL INSTRUCTIONS AND INFORMATION:

1. PROPOSAL SUBMITTAL INSTRUCTIONS: Offerors are required to submit a complete proposal package as listed in Paragraph 2. Proposal packages must be received on or before the solicitation closing date.

a. Proposal packages will be accepted via e-mail to:

Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil
annabelle.miller@us.army.mil
Commercial: 011-571-275-4227

b. The Government reserves the right to extend the notification deadline of the solicitation up to the date proposals are initially due. The Government may reject any or all responses if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this Request for Proposal (RFP) and make no award. By responding to this RFP and submitting a proposal in response to the RFP, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFP.

c. Proposals submitted electronically via e-mail shall be prepared in Microsoft application programs (i.e.,Word, Excel or pdf).

d. Volume I (Technical Proposal) shall not exceed **20 pages total,** front and back (including attachments, appendices and addendums, but excluding the Table of Contents) and shall be limited to Arial or Times New Roman 12-point font size for all text, and a minimum of one inch margin on all four sides. Each paragraph shall be separated by at least one blank line. If the page limit is exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. Specification sheets are not included in the page limit.

e. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals). If discussions become necessary, page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

f. Minimum Proposal Acceptance Period. The proposal acceptance period is 90 days. The Offeror shall make a clear statement in its Proposal Documentation that the proposal is valid for a period of not less than 90 days from receipt of offers.

g. All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) website at http://www.fedbizzopps.gov and Army Single Face to Industry (ASFI) at http://acquisition.army.mil/.

2. PROPOSAL FILES

a. Format. The submission shall be clearly indexed and logically assembled with a Table of Contents for each volume. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer.

b. File Packaging. All proposal files shall be submitted as separate files in their native/original format, i.e. doc, xls, pdf.

c. Content Requirements. All information shall be confined to the appropriate Volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details in a concise manner, to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked. Proposal shall include the following:

(1) Volume I - Technical. The technical proposal shall contain one file which addresses the technical portion of the proposal, specific and complete in every detail. The technical proposal shall describe how the offeror plans to provide the requirements described in the specifications under Exhibit A of the solicitation. The technical proposal shall at a minimum include a list of equipment/parts required to be installed and a timeline to specific processes/steps to achieve a fully functioning video surveillance system.

(2) Volume II – Price. Solicitation, Offer and Award Documents and Certifications/ Representations. Offeror's price proposal shall contain the following:

(a) Section 1 RFP Standard Form 1449 Solicitation/Contract/Order for Commercial Items with Blocks 12, 17a, 30a, 30b, and 30c completed and signed by an authorized representative/official of the Offeror. Include amendments, if any.

(b) Section 2 RFP SF 1449 – Continuation Sheet Supplies and Services/Pricing

(c) Section 3 Offeror Representations and Certifications and Other Statements. Each offeror shall complete the Certifications and Representations (fill-in and signatures) in the solicitation sections using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the Standard Form 1449 and all certifications requiring original signature.

FAR 52.212-3	Offeror Representations and Certifications – Commercial Items Alternate 1
DFARS 252.212-7000	Offeror Representations and Certifications – Commercial Items
FAR 52.209-5	Certification Regarding Responsibility Matters
FAR 52.209-7	Information Regarding Responsibility Matters

(d) Section 4 Financial Capability Information/Documentation: Offeror shall submit information and evidence of financial capability i.e., financial statements, bank confirmation of accounts, bank letters of credit. The information will be reviewed to ensure that the offeror has the financial capability to perform the contract given the magnitude of the proposed work. This element of financial capability is part of overall contractor responsibility. Offerors must be considered responsible to be eligible for awards.

(e) The Government anticipates receiving competitive proposals. However, if an exception to FAR Subpart 15.403-1 (b)(1) does not exist, the Government reserves the right to request cost or pricing data and/or information other than cost or pricing data to establish the reasonableness of the proposed contract and/or subcontract prices after receipt of proposals. Accordingly, if the Government notifies the Offeror that cost or pricing data is required, the Offeror shall prepare and submit cost or pricing data with supporting documentation. Cost or pricing data must be submitted in accordance with instructions specified at FAR 15.403-5 and Table 15.2, FAR 15.408. If applicable, as soon as practicable after negotiating an agreement on price, but before contract award, the Offeror shall submit a Certificate of Current Cost or Pricing Data as prescribed by FAR 15.406-2.

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

A. BASIS OF AWARD

1. This source selection is conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation requirements, and whose proposal, determined by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, represents the Lowest Priced Technically Acceptable offer.

2. The Government contemplates contract award **without discussions** with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a.

4. Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price proposals may be the grounds for eliminating a proposal from competition.

B. EVALUATION FACTORS

1. Factor I - Technical Acceptability. Proposals will be rated on an "Acceptable", or "Unacceptable" basis. In order to be considered for award, a proposal must have an "Acceptable" rating for each of the technical sub-factors and an overall "Acceptable" technical rating. Any "Unacceptable" rating on any of the sub-factors will result in an overall technical rating of "Unacceptable".

2. The following sub-factors shall be used to determine technical acceptability. Non-submission of any of these elements shall render the proposal technically unacceptable and shall not be considered for award. All of the sub-factors shall be clearly addressed in the proposal. The two technical sub-factors are as follows:

a. Sub-factor 1 Offeror's Technical Approach

The offeror's technical approach will be evaluated to determine if the offeror provided adequate and acceptable plans on how he will provide the requirements in the solicitation.

b. Sub-factor 2 Equipment/Parts List and Timeline

The offeror's proposal will be evaluated to determine if the offeror provided a timeline and a list of minimum equipment/parts required to achieve a fully operational integrated Scan Eagle systems.

3. Factor II – Price

a. Price will not be assigned an adjectival rating. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). The Government will award contracts to offerors whose technically acceptable proposal represents the lowest price to the Government.

b. Unless otherwise specified, offerors shall submit prices for all CLINs and for all performance periods. Failure to submit a price for any CLIN/sub-CLIN shall result in the proposal being considered unacceptable.

c. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price, for the purpose of evaluation will include the prices for the base period, first option, second option and one-half of the second option. The Government may determine

that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). This provision applies only to CLIN 0007.

d. DBA insurance and travel will not be included in evaluating price.

C. EVALUATION APPROACH

All proposals shall be subject to evaluation by a team of Government evaluators. Each factor and sub-factor shall be evaluated using the following assessment approaches:

1. Technical Evaluation Approach. Proposals will be rated on an "Acceptable" or "Unacceptable" basis. All technical sub-factors will receive an "Acceptable" or "Unacceptable" rating.

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation

3. Price Evaluation Approach. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all CLINs/items stated in the solicitation plus one-half of the offeror's final option period price for CLIN 0007. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal. DBA insurance and travel will not be included in evaluating price.

FAR 52.204-99 SAM

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION) (AUGUST 2012

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish

additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the S**AM** database;

(2) The Contractor's CAGE code is in the **SAM** database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the **SAM** registration process.

"System for Award Management (**SAM**)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations , or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of **SAM**.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at http://fedgov.dnb.com/webform or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in **SAM**, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

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

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the **SAM** information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the **SAM** record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the **SAM** database. Information provided to the Contractor's **SAM** record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through https://www.acquisition.gov or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

NOTICE TO OFFERORS

NOTICE TO OFFERORS

SUBMIT PROPOSAL IN THE ENGLISH LANGUAGE ONLY IAW FAR 52.214-34. ANY PROPOSAL RECEIVED IN OTHER THAN ENGLISH SHALL BE REJECTED.

SUBMIT PRICE PROPOSAL IN U.S. DOLLARS ONLY IAW FAR 52.214-35. ANY PROPOSAL RECEIVED IN OTHER THAN U.S. DOLLARS SHALL BE REJECTED.

OFFEROR SHALL BE REGISTERED WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM) IAW FAR 52.204-99. OFFERS BY CONTRACTORS THAT ARE NOT REGISTERED WITH SAM SHALL NOT BE CONSIDERED FOR AWARD.

AWARD WILL BE CONDUCTED UNDER THE PROVISIONS OF FAR PART 12 ACQUISITION OF COMMERCIAL ITEMS AND FAR PART 13 SIMPLIFIED ACQUISITION AND CORRESPONDING DFARS AND AFARS PROVISIONS.

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 15 March 2013, 1600 local (Bogota) time relating to this solicitation in writing via email to the following:

Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil / annabelle.miller@us.army.mil

All questions shall reference solicitation number (W913FT-13-R-0003) and include the applicable section/paragraph/schedule of the Performance Work Statement and RFP Solicitation. Please be specific addressing technical questions relating to this solicitation. The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

Proposals are due on the date and time specified under Block 8 of the SF1449.

EXHIBIT A - PWS

PERFORMANCE WORK STATEMENT (PWS)
SCAN EAGLE SYSTEMS INTEGRATION
LA MACARENA, META, COLOMBIA

PART 1

GENERAL INFORMATION

1.0 **GENERAL:** This is a non-personal services contract to supply and install Video Network Conferencing (VNC) capability; upgrade the existing video and metadata connectivity; and integrate the video and metadata feeds supplied by four ScanEagle (SE) spokes into the hub infrastructure located at the Colombian Military's (COLMIL) Rapid Deployment Force (FUDRA), at La Macarena, Meta, Colombia (LAMAC) in accordance with this Statement of Work (PWS). This activity will be performed in five (5) Modules as described in this PWS. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform FUDRA Systems Integration as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: The COLMIL operates surveillance platforms and associated surveillance support systems in support of FUDRA operations at LAMAC. FUDRA operations have increased in scope and frequency from LAMAC and now include ScanEagle Unmanned Systems ("UAS") and additional surveillance support systems.

1.3 Objectives: The basic service objectives of this contract are to:

- Optimize the performance of individual surveillance platforms and support systems supporting FUDRA operations at LAMAC.

- Integrate, to the extent possible, the surveillance platforms and support systems supporting FUDRA operations at LAMAC.

1.4 Scope: The contractor shall supply equipment and services necessary for FUDRA systems integration at LAMAC. Services to be performed include installation, integration, program management and on-site technical support services. Specific service activities to be accomplished include the following:

1.4.1 Provide Program Management services including, but not limited to, sourcing and managing expert personnel resources, interfacing with the ScanEagle Unmanned System (UAS) and other Original Equipment Manufacturers (OEM) and providing support for all contractor personnel.

1.4.2 Ensure that all PWS elements requiring installation, upgrade and/or support for the Video Indexing and Recording System (VIRS) are conducted by a technician certified in writing by the VIRS Original Equipment Manufacturer (OEM).

1.4.3 Ensure that all PWS elements requiring installation, upgrade and/or support for the Latency Compensation System (LCS) are conducted by a technician certified in writing by the LCS OEM.

1.4.4 Provide remote and on-site technical support and assistance and maintenance for the hardware and software supplied and installed in PWS Section 5 as well as the VIRS SSA already installed at LAMAC. Period of performance shall be for a period of three years which will start after completion of Modules 1 through 5 of this PWS via the resident technician described in Section 5 of this PWS.

1.4.5 Provide spares as described in Section 5 of this PWS.

1.5 Period of Performance: The contractor shall present a timeline for each of the five modules specified in Section 5 of this PWS with an overall period of performance for Modules 1 through 5 not to exceed 180 days from the time of contract award. The period of performance for the technical support shall be for three (3) one-year periods which will start after completion and acceptance of Module 5. The period of performance reads as follows:

Integration Services	180 days from contract award
Option Year 1	One year from completion and acceptance of Module 5
Option Year 2	One year from end of Option 1
Option Year 3	One year from end of Option 2

1.5.1 The actual period of performance for the options for technical support will be defined after the end of the completion and acceptance of Module 5.

1.6 General Information

1.6.1 Quality Control: The Contractor shall have a quality control process to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. The process shall include clear procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques for contracted services. The Government reserves the right to review the contractor's quality control process, if deemed necessary.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Hours of Operation: The COLMIL routinely conducts round the clock operations seven days a week at LAMAC and will to the maximum extent possible make FUDRA facilities available as requested by the Contractor. The Contractor must maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.4 Place of Performance: The work to be performed under this PWS will be performed at the Colombian Military's (COLMIL) Rapid Deployment Force (FUDRA), at La Macarena, Meta, Colombia (LAMAC), and the Comando Específico del Caguán (CEC) (Spoke #1), located in San Vicente del Caguán, Caquetá, Colombia; and the Brigada Móvil No. 2 (BRIM 2) (Spoke #2) located in La Uribe, Meta, Colombia.

1.6.5 Type of Contract: The government will award a firm fixed price contract.

1.6.6 Security Requirements:

1.6.6.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. The contractor shall not damage, destroy and use property for any use other than what was intended under the PWS. At the close of each work period, government facilities, equipment and materials shall be secured. In addition, the contractor shall not disclose any proprietary information.

1.6.7 Special Qualifications: The contractor shall ensure that all PWS elements requiring installation, upgrade and/or support for the Video Indexing and Recording System (VIRS) are conducted by a technician certified in writing by the VIRS Original Equipment Manufacturer (OEM). The contractor shall ensure that all PWS elements requiring installation, upgrade and/or support for the Latency Compensation System (LCS) are conducted by a technician certified in writing by the LCS OEM. The contractor shall ensure that the resident at LAMAC technician is certified in writing by the VIRS OEM and by the LCS OEM. The contractor shall ensure that the resident at LAMAC technician supplied to provide customer assistance, support, and guidance for the hardware and software supplied and installed as specified in this PWS is knowledgeable and capable to operate on all the different elements that are being installed or supplied.

1.6.8 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer or the COR will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.8.1 Anytime progress meetings are held, the contractor shall prepare meeting minutes in writing and submit to the COR within five (5) working days. The COR shall review the minutes and approve or disapprove within five (5) working dates after receipt, including revisions, if any. If revisions are required, the contractor shall make the revisions and submit a revised version within five (5) working days.

1.6.9 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Key Personnel: The follow personnel are considered key personnel by the government:

Contract Manager/Alternate Contractor Manager
On-site Technician at LAMAC

The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall

be available between whenever the contractor is conducting work at LAMAC. Qualifications for all key personnel are listed below:

1.6.10.1 Contract Manager/Alternate Contract Manager: The Contract Manager and Alternate must have 24 semester hours in mathematical, engineering, and/or quantitative analysis courses; 15 or more years cost analysis experience; and familiarity with Defense Department Data Sources (e.g. cost and software data reporting, EVM).

1.6.10.2 On-site Technician at LAMAC: The On-site Technician at LAMAC shall be certified in writing as a factory certified representative for the service, support and training for the D-VEX™ Video Indexing and Recording System (VIRS) and the Latency Compensation System (LCS) by the respective system OEM.

1.6.10.3 Resume of Key Personnel. The resident on-site technician contractor shall be considered key personnel. The contractor shall provide the resume of the proposed individual prior to commencement of performance. The Government reserves the right of first refusal if the individual does not meet the qualifications specified in the PWS.

1.6.10.4 Removal and Replacement of Key Personnel: The positions indicated as "key" shall not be vacant for more than seven calendar days. When any of these individuals depart the work site for more than one week, a pre-trained replacement capable of executing the required duties and responsibilities shall be provided. The pre-training of replacement personnel is at the expense of the Contractor and cannot be billed/invoiced under this contract. Replacement or alternate employees must be determined acceptable to the Government prior to acting on behalf of the missing key personnel. Except for vacancies as described herein, key personnel shall not be moved or removed from their functions without a thirty-day notification to the Contracting Officer Representative (COR) and prior Contracting Officer (KO) approval. If any key personnel for whatever reason becomes, or is expected to become unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the KO and COR and shall, subject to the concurrence of the KO, promptly replace such personnel with pre-trained personnel of equal ability and qualifications, until the permanent key personnel can be hired and brought on board.

1.6.10.5 All requests for approval of replacements shall be in writing and provide a detailed explanation of the circumstances necessitating the proposed replacements. Replacement documentation shall include a complete / detailed resume for the proposed replacement and any other information requested by the KO/COR which is necessary to approve or disapprove the proposed replacement. The KO and COR shall evaluate such requests and notify the Contractor of approval or disapproval thereof in writing within five days of receipt of the replacement documentation.

1.6.11 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.12 Contractor Travel: Contractor will be required to travel between CONUS and Colombia and within Colombia during the performance of this contract to execute this PWS and to attend meetings, conferences, and training. Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR.

1.6.12.1 The United States Military Group Colombia (USMILGP) will provide transportation for contractor personnel from Bogota, Colombia to LAMAC. The Colombian Military (COLMIL) shall provide transportation to and from LAMAC to and between each of the Spokes #1, and 2. If the USMILGP or COLMIL are not able to provide the transportation, it is the contractor's responsibility to provide its own. The contractor shall be given 72-hour notice via e-mail or phone call that transportation cannot be provided by either the USMILGP or the COLMIL. The contractor will coordinate with the USMILGP for accommodations for contractor personnel while on-site at LAMAC. Accommodations will be provided at the GENESIS compound, currently managed by the USMILGP.

1.6.12.2 The COLMIL will provide, at no expense to the contractor, accommodation at the spoke sites as necessary. The COLMIL will provide security for contractor personnel while on-site at LAMAC and at the spoke sites. The USMILGP will provide access to telephone and internet communications for contractor personnel while onsite in LAMAC.

1.6.13 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI

PART 2

DEFINITIONS & ACRONYMS

2.0 DEFINITIONS AND ACRONYMS:

2.1 DEFINITIONS:

2.1.1 CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 QUALITY ASSURANCE SURVEILLANCE urveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.13 WORK WEEK. Monday through Friday, unless specified otherwise.

2.1.14 LATENCY COMPENSATION SYSTEM (LCS). A combination of hardware and software that, working together as a system, reduce the Command-to-response latency on a remotely operated camera system, such as an unmanned aerial system (UAS).

2.1.15 VIDEO INDEXING AND RECORDING SYSTEM (VIRS). A combination of hardware and software that, working together as a system, digitally multiplexes, encodes, stores, and indexes the video and metadata sourced by a UAS, enabling specialized search and exploitation of the video.

2.2 ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
B/W	Black and White
BIOS	Basic Input/Output System
BRIM 2	Brigada Móvil No. 2
BTU	British Thermal Unit
C4I2	Command, Control, Communications, Computers and Intelligence Integration
CAT 6	Category 6
CCC	Command, Communications and Contro
CCE	Contracting Center of Excellence
CCTV	Closed Circuit TeleVision
CEC	Comando Específico del Caguán
CFR	Code of Federal Regulations
COLMIL	Colombian Military
CONEX	ScanEagle Container
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
CPU	Central Processing Unit
CSEC	Combined SIGINT Exploitation Cell
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DDR3	Double Data Rate 3
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
DSP	Digital Signal Processors
DVR	Digital Video Recorder
EMT	Electrical Metallic Tubing
FAR	Federal Acquisition Regulation
FUDRA	Fuerza de Despliegue Rápido (Rapid Deployment Force)
GB	Gigabyte
GCIR	Gas Chromatography Infrared
GCS	Ground Control Station
GDDR5	Graphics Double Data Rate, version 5
GFSK	Gaussian Frequency Shift Keying
HD	High Definition
HDMI	High-Definition Multimedia Interface
HIPAA	Health Insurance Portability and Accountability Act of 1996
IFC	Intelligence Fusion Center
IR	Infrared
KO	Contracting Officer

LAMAC	La Macarena, Meta, Colombia
LAN	Local Area Network
LC	Lucent Connectors
LCS	Latency Compensation System
LED	Light Emitting Diode
LOS	Line Of Sight
MDF	Medium Density Fiberboard
MILGP	United States Military Group Colombia
MPEG2	Moving Pictures Experts Group, version 2
NAS	Network Attachment Storage
NIC	Network Interface Card
NTSC	National Television Standards Committee
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
OEM	Original Equipment Manufacturer
P/A	Public Address
PAL	Programmable Array Logic
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PTZ	Pan Tilt Zoom
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RAM	Random Access Memory
RCA	Radio Corporation of America
RGB	Red Green Blue
RIC	Red Integrada de Comunicaciones
RPM	Revolutions Per Minute
SCC	Sala de Comando y Control
SDI	Serial Digital Interface
SE	ScanEagle
SECAM	Sequential Coleur Avec Memoire
SEOC	ScanEagle Operations Center
SFP	Small Form-Factor Pluggable
SIGINT	Signals Intelligence
SL-DVI	Single Link – Digital Video Interface
SMPTE	Society of Motion Picture and Television Engineers
SSA	VIRS Server and Storage Appliance
TB	Terabyte
TE	Technical Exhibit
TV	Television
UAS	Unmanned Aerial System
UHE	Ultra High Efficiency
UHF	Ultra High Frequency
USB 3.0	Universal Serial Bus 3.0
USMILGP	United States Military Group Colombia
UTP	Unshielded Twisted Pair
VAC	Volts Alternating Current
VDC	Volts Direct Current
VE	D-VEX™ Exploit

VGA	Video Graphics Array
VHF	Very High Frequency
VIRS	Video Indexing and Recording System
VNC	Video Network Conferencing
VS	D-VEX™ Server
VV	D-VEX™ Video Viewer
WI-FI	Wireless Fidelity
WXGA	Wide eXtended Graphics Array

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1 Services: The Government will provide, via the United States Military Group Colombia (USMILGP), transportation for contractor personnel from Bogota, Colombia to La Macarena, Meta, Colombia (LAMAC). The Colombian Military (COLMIL) shall provide transportation to and from LAMAC to and between each of the Spokes #1, and 2. If the USMILGP or COLMIL are not able to provide the transportation, it will be the contractor's responsibility to provide its own. The contractor shall be given 72-hour notice via e-mail or phone call that transportation cannot be provided by either the USMILGP or the COLMIL.

3.2 Facilities: The Government will provide accommodations at the GENESIS compound located at LAMAC, currently managed by the USMILGP. The Contractor will coordinate with the USMILGP for accommodations for contractor personnel while on-site at LAMAC. The COLMIL will provide, at no expense to the contractor, accommodation at the spoke sites as necessary. The COLMIL will provide security for contractor personnel while on-site at LAMAC and at the spoke sites. The USMILGP will provide access to telephone and internet communications for contractor personnel while onsite in LAMAC.

3.3 Utilities: The Government will provide all utilities in the facility, which will be available for the contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment: The Government will provide, via the United States Military Group Colombia (USMILGP), a Harris intercom system for installation by the Contractor. The USMILGP will supply the Contractor with technical information, guidance, and the necessary security codes as required for the correct installation of the Government supplied Harris intercom system. The COLMIL will provide an Air Traffic Control intercom system for installation by the Contractor. The supply will include but will not be limited to, the associated cabling, cable ducting and cable channels necessary for the complete installation of the system.

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4.0 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The Contractor shall furnish all personnel, materials, supplies, equipment, facilities, services, and all other resources required to perform work under this contract that are not listed under Section 3 of this PWS, including the appropriate management activities to ensure timely and economical execution of the tasks in this PWS.

PART 5

SPECIFIC TASKS

5.0 SPECIFIC TASKS:

5.1 Basic Services. The contractor shall provide services for supply and installation of Video Network Conferencing (VNC) capability; upgrading the existing video and metadata connectivity; and integrating the video and metadata feeds supplied by four ScanEagle (SE) spokes into the hub infrastructure located at the Colombian Military's (COLMIL) Rapid Deployment Force (FUDRA), at La Macarena, Meta, Colombia (LAMAC) in accordance with this Statement of Work (PWS). The contractor shall provide Program Management services including, but not limited to, sourcing and managing expert personnel resources, interfacing with the ScanEagle Unmanned System (UAS) and other Original Equipment Manufacturers (OEM) and providing support for all contractor personnel. The contractor shall provide remote and on-site technical support, assistance, and spares for the hardware and software supplied and installed in each Module of this PWS for a period of one (1) year after completion of each Module of this PWS. The contractor shall provide an on-site, resident at LAMAC, technician to provide customer assistance, support, and guidance for the hardware and software supplied and installed under this PWS. All the activities in this PWS will be performed in five (5) Modules as described in this PWS Section 5.

5.2 MODULE 1: SUPPLY, INSTALL AND SUPPORT VIRS CAPABILITY AT SPOKE #1 AND SPOKE #2; UPGRADE VIRS CAPABILITY AND CONNECTIVITY AT LAMAC; ADD VNC CAPABILITY AND CONNECTIVITY AT LAMAC, SPOKE #1 AND SPOKE #2.

5.2.1 The contractor shall supply, install and support the equipment necessary for VIRS capability and connectivity at Spoke #1 and Spoke #2; upgrade the existing VIRS capability and connectivity at LAMAC; and add VNC capability and connectivity at LAMAC, Spoke #1, and Spoke #2.

5.2.2 Prior to the contractor commencing work on Module 1, the USMILGP will ensure the following activities are complete.

5.2.2.1 Spoke #1 and #2 are operational and receiving live video feeds from the ScanEagle UAS.

5.2.2.2 The SCC of the CEC at Spoke #1 and the SCC of the BRIM 2 at Spoke #2 are operational.

In MODULE 1 the contractor shall:

5.2.3 Supply and install VIRS capability at Spoke #1 and Spoke #2 consisting of:

5.2.3.1 Supply and install one (1) each desktop computer with an active and resident VS license, and an active and resident VE license, with two (2) each full High Definition (HD) 23" screens in the SE GCS locations at Spokes #1 and #2.

Computer minimum specifications are: High performance workstation PC. 8- virtual core processors and hyper-threading, 3.9 GHz, high performance CPU liquid refrigeration, unblocked BIOS for overclocking, CPU Socket 1155, 1GB GDDR5 AMD Radeon video card, expansion internal slots, (2x) PCI- Express x16 (electric specifications: x16/x1 or x8/x8 for double graphics), Two 1333 MHz DDR3 - 6 GB channels. 1Tb - 7200 RPM hard disk, integrated NIC Ethernet Gigabit of 10/100/1000 Mbps (standard). It includes 23" full HD wide screen. High Definition Screen, DDR3 1GB video card.

5.2.3.2 Supply and connect one (1) each QNAP NAS, model TS-469 Pro four (4) bay, four (4) TB hot swappable hard drives (or equal), configured to store VIRS multiplexed encoded video and metadata streams in the SE GCS locations at Spokes #1, and #2. These NAS' shall be connected to the VIRS computers installed in Section 5.2.3.1, and are to be used to store the VIRS multiplexed encoded video and metadata from Spokes #1, and #2; and as a physical means to transfer VIRS multiplexed encoded video and metadata to the VIRS SSA installed at the SE CONEX at LAMAC.

5.2.3.3 Supply and connect one (1) each Haivision Barracuda or equal video MPEG2/H264 encoder appliance (or equal encoder tested by the VIRS OEM) in the SE GCS locations at Spokes #1 and #2.

NOTE: MPEG2/H264 shall be the standard used for encoding VIRS video.

5.2.4 Upgrade existing VIRS capability and connectivity at LAMAC consisting of:

5.2.4.1 Replace the existing Ethernet switches installed in the CONEX at LAMAC, and the C4I2 building in LAMAC with Gigabit Ethernet 24 port switches with not less than two (2) fiber optic SFP ports for LC connectors. Supply and install a Gigabit Ethernet 24 port switch with not less than two (2) fiber optic SFP ports for LC connectors at the CSEC at LAMAC.

5.2.4.2 Supply and install a desktop computer with an active and resident VV license in the CSEC at LAMAC. Configure and connect the computer to the existing fiber optic run to enable video and metadata connectivity from the existing VIRS SSA installed in the CONEX at LAMAC.

Computer minimum specifications are: High performance workstation PC. 8- virtual core processors and hyper-threading, 3.9 GHz, high performance CPU liquid refrigeration, unblocked BIOS for overclocking, CPU Socket 1155, 1GB GDDR5 AMD Radeon video card, expansion internal slots, (2x) PCI- Express x16 (electric specifications: x16/x1 or x8/x8 for double graphics), Two 1333 MHz DDR3 -6 GB channels. 1Tb - 7200 RPM hard disk, integrated NIC Ethernet Gigabit of 10/100/1000 Mbps (standard). It includes 23" full HD wide screen. High Definition Screen, DDR3 1GB video card.

5.2.4.3 Supply and install CAT 6 data cabling from each one of the Gigabit Ethernet switches installed in Para 5.2.4.1 to the computer installed in Section 5.2.4.2.

5.2.4.4 Verify that SE video and metadata can be passed from the VIRS SSA installed in the CONEX at LAMAC to the VV computer installed in Section 5.2.4.2.

5.2.4.5 Upgrade the existing VIRS SSA hardware at LAMAC to support USB 3.0 connectivity.

5.2.4.6 Supply and connect to the VIRS SSA installed at the CONEX in LAMAC one (1) *QNAP* NAS, model TS-469 Pro four (4) bay, four (4) TB hot swappable hard drives (or equal), configured to host hot swappable hard drives containing VIRS multiplexed encoded video and metadata streams. This NAS is to be used to ingest VIRS data by hosting the physical hard drives coming from the spokes via physical transfer of the hard drives, and will also be used to ingest the video and metadata from the Spokes via the microwave RIC, when operational.

5.2.4.7 Verify that SE video and metadata can be physically passed from Spokes #1 and #2 to the VIRS SSA installed in the CONEX at LAMAC.

5.2.5 Supply and install VNC capability and connectivity at LAMAC consisting of:

5.2.5.1 Supply and install VNC connections and equipment for single point to point video teleconferencing in the existing CONEX at LAMAC.

5.2.5.2 Supply and install VNC connections and equipment for single point to point video teleconferencing in the existing IFC room at LAMAC.

5.2.5.3 Supply and install VNC connections and equipment for single point to point video teleconferencing in the existing C4I2 room at LAMAC.

5.2.5.4 Supply and install VNC connections and equipment for single point to point video teleconferencing in the existing CSEC at LAMAC.

5.2.5.5 Verify that single point to point video teleconferencing capability is operating between any pair of the following locations at LAMAC: CONEX, IFC, C4I2 room, and CSEC.

5.2.5.6 Supply, configure, and install one VGA Distributor for the existing IFC video system at LAMAC, including cabling, and VGA to CAT 6 cable converters.

5.2.5.7 Verify that video sourced at the VIRS SSA installed at the CONEX at LAMAC can be viewed at any overhead screen, including through the existing overhead projector located in the IFC at LAMAC.

5.2.5.8 Supply, configure, and install one VGA Distributor for the C4I2 room video system at LAMAC, including cabling, VGA to CAT 6 cable converters, and reprogramming of the existing main control unit to include control of the VGA Distributor in the C4I2 room at LAMAC.

5.2.5.9 Verify that video sourced at the VIRS SSA installed at the CONEX at LAMAC can be viewed at any overhead screen, including through the existing overhead projector located in the C4I2 room at LAMAC.

5.2.6 Supply and install VNC capability and VIRS connectivity at Spoke #1 and Spoke #2 consisting of:

5.2.6.1 Supply and install VNC connections and equipment for single point to point video teleconferencing in the existing SE GCS locations at Spokes #1 and #2.

5.2.6.2 Supply and install one (1) each Gigabit Ethernet 24 port Switch with not less than two (2) fiber optic SFP ports for LC connectors at the SE GCS locations at Spokes #1 and #2. Supply and install one (1) each Gigabit Ethernet 24 port Switch with not less than two (2) fiber optic SFP ports for LC connector at the SCC of the CEC and at the SCC of the BRIM 2

5.2.6.3 Supply and install one (1) each multimode, 4 string fiber optic cable to run between the two (2) pairs of switches installed at each Spoke location described in Section 5.2.6.2.

5.2.6.4 Supply and install one (1) each laptop computer with an active and resident VIRS VV license at the SCC of the CEC and at the SCC of the BRIM 2. Configure and connect the laptop computers to the fiber optic cable runs installed in Section 5.2.6.3 to enable video and metadata connectivity from the desktop computers and NAS installed in sections 5.2.3.1, and 5.2.3.2.

Laptop computers must meet these minimum requirements: Genuine Windows® 7 Professional, 32-bit, Intel® Core™ 2 Duo P8700 or equal with VT (2.53GHz) UMA graphics with PC Card., 2 GB RAM, 14.1 inch WXGA LED display with DirectVue Technology.

5.2.6.5 Verify that SE video and metadata can be passed from the desktop computers installed in Section 5.2.3.1 to the laptop computers installed in Section 5.2.6.4.

5.2.6.6 Supply an onsite (at LAMAC) back-up spares package consisting of:

- One (1) Gigabit Ethernet 24 port Switch
- One (1) VGA Distributor
- One (1) QNAP NAS, model TS-469 Pro four (4) bay, four (4) TB hot swappable hard drives
- One (1) Haivision Barracuda video encoder card or equal
- Two (2) SFP fiber transceivers
- Two (2) 700 Watt power supply for desktop computer
- One (1) 7200 RPM desktop computer hard drive, one (1) TB
- Ten (10) VNC video connectors
- Ten (10) RJ 45 Cat 6 connectors
- One (1) PCI USB 3 card for VIRS server
- One (1) PTZ digital camera for video conference system
- One (1) video conference main board

- One (1) high definition video distributor
- One hundred(100) meters of UTP Cat 6 cable
- One hundred(100) meters of VNC cable
- Three (3) ea, six (6) outlets power strips with surge suppression
- Two (2) RAM memory cards for desktop computers, 6G/1330MHZ/DDR3 type

NOTE: This spares package is estimated to sustain operations for one (1) year for the hardware and software supplied and installed in Module 1 of this PWS.

5.2.7 Provide services and support for Module 1 consisting of:

5.2.7.1 Provide Program Management services as described in this PWS Section 5.1 as required to ensure successful completion of all activities listed in this PWS Section 5.2.1 through Section 5.2.6.

5.2.8 Module 1 shall be considered complete upon acceptance by the COR. Acceptance shall be via a completed and signed DD250. The contractor shall prepare the DD250 and present it to the COR for signature and approval.

5.3 <u>MODULE 2: INSTALL A LCS BETWEEN SPOKE #1 AND LAMAC</u>

5.3.1 The contractor shall supply and install a LCS for SE payload control from the Hub at LAMAC, between Spoke #1 and a SE GCS assigned to Spoke #1 at LAMAC, with the targeted system architecture as shown in Figure 5.3.

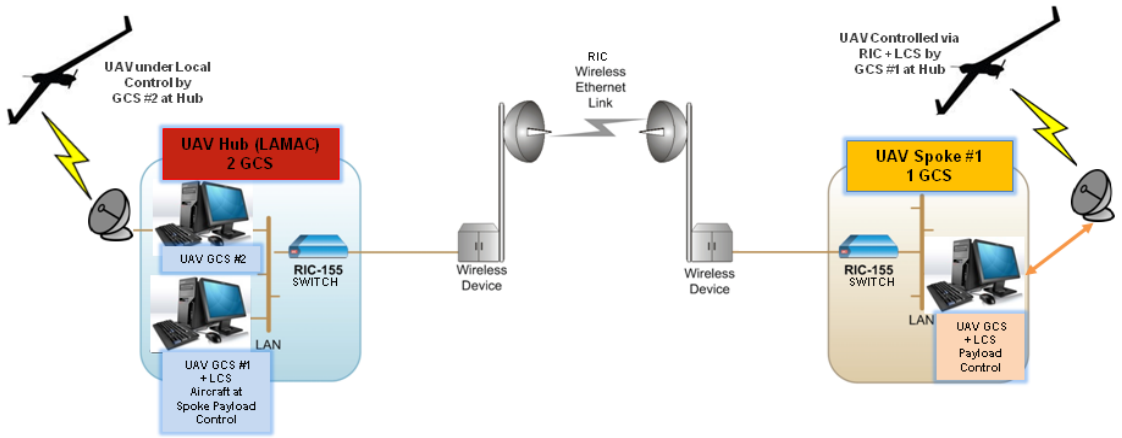

Figure 5.3 - LCS Architecture Target

5.3.2 Prior to the contractor commencing work on Module 2, the USMILGP will ensure the following activities are complete:

5.3.2.1 Module 1 of this PWS is complete.

5.3.2.2 The RIC datalink between Spoke #1 and LAMAC is operational and a minimum, dedicated, reliable, uninterrupted data transfer rate/bandwidth of 10 Mbps is available for LCS operations between the SE GCS location at Spoke #1 and the LAN at LAMAC.

<u>In MODULE 2 the contractor shall:</u>

5.3.3 Supply and install a LCS between Spoke #1 and LAMAC consisting of:

5.3.3.1 Supply and install a LCS server and the LCS control software in the SE GCS location at Spoke #1.

5.3.3.2 Supply, install, and connect to the SE LAN at LAMAC a LCS control station computer containing LCS software compatible with the LCS control software installed in the SE GCS location at Spoke #1.

5.3.3.3 Supply and install one (1) each LCS circuit board on three (3) each SE air vehicles.

5.3.3.4 Verify uninterrupted RIC connectivity at a minimum data transfer rate/bandwidth of 10 Mbps between the SE GCS location at Spoke #1 and the SE LAN at LAMAC.

5.3.3.5 Verify LCS operations between the SE GCS assigned to Spoke #1 at LAMAC and a SE air vehicle operating with established, two-way Line of Sight (LOS) communications to Spoke #1 as follows:

5.3.3.5.1 Verify LCS handoff of SE command and control from the SE GCS at Spoke #1 to a SE GCS assigned to Spoke #1 at LAMAC. LCS handoff shall be defined as command and control of a single, airborne SE air vehicle from the SE GCS located at the CONEX at LAMAC via a LOS data link transmitting and receiving command and control signals through an antenna located at Spoke #1 and then via the RIC between Spoke #1 and LAMAC.

5.3.3.5.2 Verify continuous receipt for a minimum of one (1) hour of SE imagery and metadata through the RIC to a SE GCS at LAMAC from a LCS compatible SE air vehicle operating with established, two-way LOS video and metadata communications to Spoke #1.

NOTE: If Section 5 3.3.5 of this PWS is not completed within 30 days after completion of Sections 5.3.3.1 through 5.3.3.4 of this PWS, the contractor shall commence work on Section 5.4 (Module 3) of this PWS and continue sequential execution of each Section/Module of this PWS.

5.3.3.6 Supply an onsite (at LAMAC) back-up spares package consisting of:

- One (1) LCS server computer (See Section 5.2.3.1 for specifications)
- One (1) LCS control station computer (See Section 5.2.3.1 for specifications)
- Two (2) LCS circuit boards, compatible with the Scan Eagle communications architecture

NOTE: This spares package is estimated to sustain operations for one (1) year for the hardware and software supplied and installed in Module 2 of this PWS.

5.3.4 Supply Services and Support for Module 2 consisting of:

5.3.4.1 Provide Program Management services as described in this PWS Section 5.1 as required to ensure successful completion of all activities listed in this PWS Section 5.3.1 through Section 5.3.3.

5.3.5 Provide a price for an option to supply and install twenty (20) additional LCS circuit boards for the remaining of the SE air vehicle fleet.

5.4 <u>MODULE 3: INSTALL SPOKE #1 LIVE CONNECTIVITY TO THE VIRS SSA</u>

5.4.1 The contractor shall supply and install the equipment and infrastructure necessary to transfer live video and related metadata from Spoke #1 to the existing VIRS SSA at LAMAC.

5.4.2 Prior to the contractor commencing work on Module 3, the Contractor and the COR will ensure that the following activities are complete:

5.4.2.1 Module 1 of this PWS is complete.

5.4.2.2 The RIC datalink between Spoke #1 and LAMAC is operational and a minimum, dedicated, reliable, uninterrupted data transfer rate/bandwidth of 5 Mbps is available for VIRS connectivity between the SE GCS location at Spoke #1 and the LAN at the location of the VIRS SSA.

In MODULE 3 the contractor shall:

5.4.3 Supply and Install Spoke #1 live connectivity to the VIRS SSA consisting of:

5.4.3.1 Reconfigure the computer installed in Section 5.2.3.1 at the SE GCS Location at Spoke #1 to provide a live stream of VIRS multiplexed encoded video and metadata to be transported via the RIC to the VIRS SSA at LAMAC.

5.4.3.2 Modify the configuration of the VIRS SSA at LAMAC to receive a live stream of VIRS multiplexed encoded video and metadata from Spoke #1, to be transported via the RIC.

5.4.3.3 Verify that SE video and metadata can be passed from Spoke #1 to the VIRS SSA at LAMAC using the RIC during a live mission with command from Spoke #1.

5.4.4 Supply Services and Support for Module 3 consisting of:

5.4.4.1 Provide Program Management services as described in this PWS Section 5.1 as required to ensure successful completion of all activities listed in this PWS Section 5.4.1 through Section 5.4.3.

5.5 MODULE 4: INITIAL OUTFIT OF SCANEAGLE OPERATIONS CENTER BUILDING (SEOC) AT LAMAC

5.5.1 The contractor shall supply and install the equipment and infrastructure necessary for the initial outfitting of the SEOC at LAMAC.

5.5.2 Prior to the contractor commencing work on Module 4, the USMILGP will ensure the following activities are complete:

5.5.2.1 On the 1st (ground) floor of the SEOC, the rooms where the VIRS, servers, and the SE GCSs will be installed must have doors, floors, and ceilings.

5.5.2.2 On the 1st (ground) floor of the SEOC, the electrical mains and distribution supply must be installed.

In MODULE 4 the contractor shall:

5.5.3 Supply and Install passive network for data, voice, audio, and video for the SEOC consisting of:

5.5.3.1 LAN cabling shall be CAT 6, laid on 20 gauge metallic channel, 20cm (width) x 5cm (depth) with three (3) internal sections, screw-on cover, and slots for the output of voice, data, power, and other services required.

5.5.3.2 LAN metallic ducting of 20cm (width) x 5cm (depth) shall be used for all ceiling cabling. All LAN cable running within ceiling ducting shall be labeled/identified throughout the entire length of the LAN cable runs and Plenum rated.

5.5.3.3 All exposed (visible) piping used for LAN cable runs shall be heavy duty EMT.

5.5.3.4 All LAN components must be painted with electrostatic paint.

5.5.3.5 Supply and install a maximum dimension 6 m x 6 m floating floor for the VIRS and Server room. The floating floor shall utilize a self-supporting structure, 20cm to 35cm high above the floor and shall have a vinyl finish.

5.5.3.6 Supply and install two (2) air conditioning units for the VIRS and Server room. The units shall be “mini-split cassette” type of 36,000 BTU cooling capacity each.

5.5.3.7 Supply and install cabling and ducting for control and access to the CCTV system. The cabling shall be UTP CAT 6 cabling to interconnect all access control equipment and the access control video cameras.

5.5.3.8 Supply and install CAT 6 cabling and conduits for the SEOC internal intercom system. The electrical and communications (VHF or UHF) cables shall be run on independent channels relative to the video and audio cables.

5.5.4 Supply Services and Support for Module 4 consisting of:

5.5.4.1 Provide Program Management services as described in this PWS Section 5.1 as required to ensure successful completion of all activities listed in this PWS Section 5.5.1 through Section 5.5.3.

5.6 MODULE 5: COMPLETE THE OUTFIT OF THE SEOC AT LAMAC

5.6.1 The contractor shall supply and install the equipment and infrastructure necessary to complete the outfitting of the SEOC at LAMAC.

5.6.2 Prior to the contractor commencing work on Module 5 the Contractor and the COR will ensure that the following activities are complete:

5.6.2.1 Modules 1, 2, 3 and 4 of this PWS and construction of the SEOC at LAMAC is complete.

5.6.2.2 All SE GCS equipment from the CONEX at LAMAC and the VIRS SSA, exclusive of the LCS components installed in Module 2, are available to be relocated and re-installed to the SEOC at LAMAC.

In MODULE 5 the contractor shall:

5.6.3 Relocate and Re-install Hardware from the CONEX to the SEOC consisting of:

5.6.3.1 Relocate and re-install the existing fiber optic connection between the C4I2 building at LAMAC and the CONEX at LAMAC to run between the C4I2 building and the SEOC at LAMAC.

5.6.3.2 Relocate and re-install the VNC equipment and connections installed in Section 5.2.5.1 from the CONEX to the SEOC.

5.6.3.3 Relocate and re-install the Gigabit Ethernet switches installed in section 5.2.4.1 from the CONEX to the SEOC.

5.6.3.4 Relocate and re-install the VIRS SSA from the CONEX to the SEOC VIRS and Server room.

5.6.4 Supply and Install furniture packages consisting of:

5.6.4.1 Supply and install five (5) each furniture packages for five (5) SE multi-screen GCS operator positions in the SEOC. Each work surface shall be 1.20 linear meter work surface with 30 cm drawer and wall cabinet, 3cm MDF with a Formica finish birch/*abedul* color, thermally fused edges, and self-supporting metallic structure with extruded aluminum pedestal. All metallic components shall be painted EMT. Supply 5ea chairs made of injected polyurethane, blue color fabric (to be in concurrence with current furniture standards utilized by the Colombian Military Forces), with adjustable height, lumbar support, and wheels for hard surfaces. The furniture packages shall include connections and ducting to run network, audio, video, and intercom cabling.

5.6.4.2 Supply and install five (5) each furniture packages for five (5) multi-screen Video Analyst workstations. Each work surface will be 1.20 linear meter work surface with 30 cm drawer and wall cabinet, 3cm MDF with a Formica finish birch/*abedul* color, thermally fused edges, and self-supporting metallic structure with extruded aluminum pedestal. All metallic components will be painted EMT. Supply five (5) each chairs made of injected

polyurethane, blue color fabric, with adjustable height, lumbar support, and wheels for hard surfaces. The furniture packages shall include connections and ducting to run network, audio, video, and intercom cabling.

5.6.4.3 Supply and install one (1) each furniture package for one (1) multi-screen CCC position in the SEOC. The work surface will be 1.50 linear meter work surface with two 30 cm drawer and wall cabinet, 3cm MDF with Formica finish birch/*abedul* color, thermally fused edges, and self-supporting metallic structure with extruded aluminum pedestal. All metallic components will be painted EMT. Supply three (3) ea chairs made of injected polyurethane, blue color fabric (to be in concurrence with current furniture standards utilized by the Colombian Military Forces), with adjustable height, lumbar support, and wheels for hard surfaces. The furniture packages shall include connections and ducting to run network, audio, video, and intercom cabling.

5.6.5 Supply and Install a digital audio system consisting of:

5.6.5.1 Supply and install a thirty two (32) channel digital audio matrix. The 32 channels shall be configurable for input or output in groups of eight (8). It shall be network controllable via control software with the ability to program the audio inputs, outputs, prioritizing events and signal compensation for each individual input channel.

5.6.5.2 Supply and install a time and dynamic DSP enabling signal control, networked control, or custom programmability. The DSP processing software shall be contained inside the digital audio matrix.

5.6.5.3 Interconnect the input and output audio signals from the SEOC with the digital control matrix.

5.6.5.4 Supply and install audio converters and connectors required for grounded 2 way cabling.

5.6.5.5 Supply and install a P/A system for the SEOC. The minimum specifications for the P/A system are: Indoor loudspeaker to be mounted on the drop ceiling of the building, a multi-channel control station and an outdoor high-power loudspeaker (100Watts minimum).

5.6.5.6 Enable external communications connectivity to the CCC of the SEOC.

5.6.5.7 Supply and install an Audio Line Amplifier for the 70 or 100 volt audio system, (whichever voltage is chosen).

5.6.5.8 Supply and install built in ceiling loudspeakers for the 70 or 100 volt audio system (whichever voltage is chosen).

5.6.6 Supply and Install a CCTV system consisting of:

5.6.6.1 Supply and install sixteen (16) ea, 560 line CCTV cameras with the following minimum specifications. Contractor shall coordinate and obtain COR approval prior to installation.

Pick Up Element	1/3" SONY CCD or Equal
Effective Picture Elements (H*V)	NTSC: 811x508
Horizontal Resolution	560 TV Lines
S/N Ration	More than 48dB
Clock Frequency (MHZ)	NTSC: 19.0699
Scanning System	2:1 interlace
Minimum Illumination	0.001 Lux/F1.4 (with IR LED ON)
Synchronous System	Internal, Negative sync.
Auto Electronic Shutter	NTSC:1/60s~1/100,000s
Gama Characteristic	0.45

IR Distance	92 feet (with 30 unit Infrared LED)
IR Status	Under 10 Lux by CDS
IR Power On	CDS Auto Control
Video Output	1Vpp, 75Ω
Auto Gain Control	Auto
Power/Current	12VDC(±10%)/400mA
Lens	3.6mm/F 2.0
Dimension (mm)	78(W)x125(H)x72(D)
Weight (g)	750
Storage Temperature	-30 ~ +60˚C
Operating Temperature	-10 ~ +45˚C

NOTE: The CCTV cameras shall have their own video baluns (Video Baluns allow traditional coax cable to be replaced by category 5 and other forms of twisted pair wire in CCTV video camera & surveillance installations).

5.6.6.2 Supply and install one (1) ea. 32 channel Digital Video Recorder (DVR) with H264 recording and 1 TB of storage capacity. The DVR shall be network manageable and configurable.

5.6.6.3 Supply and install one (1) long range CCTV camera with 36X zoom to view the landing area and the surrounding airspace. The long range camera shall have a solar power backup system and wireless communication with the SEOC. A PTZ control module shall be supplied with the long range camera.

The long range CCTV camera shall meet the following specifications:

- Image Sensor: 1/4" Sony Ex-View HAD CCD
- Effective Pixels: 752 (H) x 582 (V) (440,000 pixels)
- Scanning system: 2:1 Interlaced
- Scanning Frequency: 15.625 KHz / 50 Hz
- Sync: Internal/External (V-Lock)
- H Resolution: 530 TV Lines
- Video Output: Compound Signal 1.0V p-p /75ohm
- S/N Ratio: more than 50 dB
- Electronic Shutter Speed: 1/1 to 1/10,000s
- Minimum Illumination: 0.7 Lux (Color) / 0.02 Lux (B/W), 50IRE
- Infrared LED: 45W
- Search Light: 12VDC (50W) / 24VAC (30W)
- Infrared night vision: 300' (100m)
- Focus: 3.5~91mm
- Video Input: 1.0+/- 0.2Vp-p
- Field of View: Wide 48 degrees/Tele 2.7 degrees
- Manual Speed: Pan 0.4~80 degrees
- Tilt Speed: Tilt 0.4~60 degrees
- Preset time: less than 1 sec
- Rotation: Pan 360 degree continuously; tilt 0~180 degree with auto flip
- Auto Zoom Speed Control: Control Speed auto adjusted to zoom length changing
- Decoder: Built-in
- Communication: RS-485

5.6.7 Supply and install a NAS system with a minimum ten (10) TB storage capacity, hot plug removable hard drives, and compatible with Raid 0, 1, and 5.

5.6.8 Supply and install an automation system for the CCC of the SEOC consisting of:

- One (1) ea solid state *HSpro* automation "brain"
- One (1) ea *Troller* communications interface for 232 nodes
- One (1) ea *UltraJones* GCIR plug in IR control software
- One (1) ea *Matrox* control "brain" for the audio and video equipment
- Nine (9) ea intelligent lighting controls
- One (1) ea 7" lighting control touch screen
- One (1) ea data communication system for the control system
- Wireless communications system for the touch screen control interface, with a 5Mb/second long range antenna
- Graphical programming of the control applications
- Programming and activation of the macros for the control applications
- Installation of the lighting control system, operating in the 900 MHz band
- The system shall be compatible and manageable via LAN or Ethernet

NOTE: The radio specifications of the automation system are:
Bandwidth: 9,600 bit/s or 40 kbit/s, fully interoperable
Modulation: GFSK
Range: Approximately 30 meters, assuming "open air" conditions

5.6.9 Supply and Install video equipment in the SEOC consisting of:

5.6.9.1 Supply and install a "video wall" consisting of six (6) ea display screens arranged in two (2) ea rows of three (3) ea 46" video screens, supported by a custom made metallic structure for multiple screens. The video wall shall include a connection to the *Matrox* video control matrix and shall be network configurable and controllable.

5.6.9.2 Supply and install one (1) high resolution video projector, consisting of a 4000 lumens projector, one (1) each HDMI input supporting networked presentations. The high resolution video projector shall be network configurable and controllable.

The video projector shall have the following minimum specifications: LAN/WI-FI capable video projector 4000 lumens, 3LCD, 3-chip optical engine video projector. Number of pixels: 1,024,000 PPI (1280 x 800) x 3, E-TORL™ 230 W UHE Lamp, and Ethernet.

5.6.9.3 Supply and install one (1) 240cm x 240cm electric screen.

5.6.9.4 Supply and install additional hardware as required to support still frame and video imagery control from the *Matrox* control brain and to support the required video compatibility, resolutions, and formats listed below. Additional hardware includes, but is not limited to, concentrators, HDMI, VGA, RCA distributors and converters for HDMI over UTP, VGA over UTP, and RCA over UTP.

Required video compatibility:
HD
Single Link – Digital Video Interface (SL-DVI)
Red Green Blue (RGB) (VGA)
Component (YPbPr)
S-Video
Composite
Serial Digital Interface (SDI)
Input Resolutions 1, 2

Required resolutions supported:
1920 x 1200 @ 60Hz / 50Hz
1080i
NTSC/PAL/SECAM

Required formats supported:
SMPTE 425M, SMPTE 424M, SMPTE
296M, SMPTE 292M, SMPTE 259M
NTSC/PAL/SECAM

5.6.10 Supply and Install LAN Connections at Each of the Five (5) SE GCS Stations in the SEOC consisting of:

5.6.10.1 The LAN shall include active elements, including but not limited to, switches and routers.

5.6.10.2 The LAN shall include passive elements including, but not limited to connectors, fiber optic pigtails, and structural cabling.

5.6.10.3 The LAN structural cabling shall consist of the items listed below using existing cable trays.
Layer 2 or 3 switches with at least 2 fiber optic ports
All fiber optic runs will be terminated with LC connectors
CAT 6 or 6[a] UTP cabling for the entirety of the data network

5.6.11 Supply and Install a SEOC Access Control System consisting of:

5.6.11.1 Supply and install a proximity card reader system to open all access doors to the CCC.

5.6.11.2 Supply and install a biometric thumbprint system to open all access doors to the cabling and to the VIRS server rooms.

5.6.12 Install a COLMIL supplied Radio Intercom system at the SEOC consisting of:

5.6.12.1 Install a COLMIL supplied Air Traffic Control intercom system, including but not limited to, the associated cabling, cable ducting and cable channels.

NOTE: The USMILGP will supply the contractor with technical information, guidance, and the necessary security codes as required for the correct installation of the COLMIL supplied Harris intercom system.

5.6.13 Supply an onsite (at LAMAC) back-up spares package consisting of:

- One (1) LCS server computer (See Para 5.2.3.1 for specifications)
- One (1) LCS control station computer (See Para 5.2.3.1 for specifications)
- Two (2) LCS circuit boards, compatible with the Scan Eagle communications architecture
- One (1) Gigabit Ethernet 24 port switch
- Two (2) SFP fiber transceivers
- Two (2) 700 Watt power supply for desktop computer
- Four (4) 7200 RPM computer hard drives, one (1) TB
- One hundred (100) VNC video connectors
- One hundred (100) RJ 45 Cat 6 connectors
- Two (2) High definition video distributors
- Three hundred (300) meters of UTP cat 6 cable
- Three hundred (300) meters of VNC cable
- Three (3), six (6) ea outlet power strips
- Three (3) RAM memory cards for desktop computer, 6G/1330MHZ/DDR3 type
- One (1) *Haivision Barracuda* video encoder card
- Two (2) digital audio input card for audio matrix

- Two (2) digital audio output card for audio matrix
- Two (2) in ceiling loudspeaker 70 to 100 volts
- One (1) power amplifier 70 to 100 volts
- One (1) 46” flat screen replacement for video wall
- Two (2) magnetic sensors for access control system
- Two (2) power supply for magnetic lock doors
- One (1) RS232 to Ethernet transceiver for automation system
- One hundred (100) proximity cards for access control system
- Two (2) PTZ cameras for video conference system with the following minimum specifications

Features	**Camera**
Maximum Resolution	1920x1080
Scanning	Progressive
Maximum FPS	60 fps
Aspect Ratio	16/9
Pan/Tilt Angle	+/-80° +/-50°
Optical Zoom	4x
Digital Zoom	n/a
Horizontal Field of View	70°
Video Output	HDMI/Firewire
Audio Input	n/a
Power	External power supply 100-240VAC 50/60Hz
LifeSize Video System Bundles	Express 220, Team 220, Room 200, Room 220

- Six (6) lighting controls
- Three (3) *Matrox* video cards.
- Four (4) 560 lines CCTV cameras
- Ten (10) video Balums
- Ten (10) replacement kits for chair contacts
- One (1) replacement video projector 4000 lumens lamp.
- Ten (10) RCA audio connectors

- Eight (8) air filters for air condition units
- Ten (10) capacitors for compressor unit of air conditioner units
- Two (2) charger bottles of cooling gas for air conditioner units
- Two (2) electric main boards for air conditioner units
- One (1) replacement touch screen control for de automation system

NOTE: This spares package is estimated to sustain operations for one (1) year for the hardware and software supplied and installed in Module 5 of this PWS.

5.6.14 Supply Services and Support for Module 5 consisting of:

5.6.14.1 Provide Program Management services as described in this PWS Section 5.1 as required to ensure successful completion of all activities listed in this PWS Section 5.6.1 through Section 5.6.13.

5.7 The contractor shall provide remote and on-site technical support and assistance and maintenance for the hardware and software supplied and installed in Modules 1 through 5 as well as to the VIRS SSA already installed at LAMAC. The technician shall be factory certified by the VIRS OEM and by the LCS OEM to provide customer assistance, support and guidance. This person must be certified and knowledgeable to operate on all the different elements that are being installed or supplied in accordance with this PWS ~~as outlined in Section 1.6.7~~.

5.7.1 Provide 24/7 telephone or internet customer assistance and support for the hardware and software supplied and installed in Module 2 of this PWS. The customer assistance and support contact information shall be provided to the contracting officer and COR within five (5) days of contract award.

5.7.2 With seventy two (72) hours notice and USMILGP supplied transportation (when available) from Bogota to the on-site location, provide on-site customer assistance and repairs when remote assistance is unsuccessful for the hardware and software supplied and installed in Module 2 of this PWS. If USMILGP air transportation is not available, it is the Contractor's responsibility to provide its own to meet the 72 hour response time.

5.7.3 During the course of the performance period, the technician shall reside at LAMAC for uninterrupted periods of 21 days, followed by leave periods of 7 days off-site in Bogotá. The USMILGP shall facilitate transportation from Bogotá to La Macarena and back to Bogotá for the scheduled leave periods as available. When necessary, the COLMIL shall provide transportation from LAMAC to the Spokes, as well as lodging at the Spokes if an overnight stay is deemed necessary. If the MILGP or COLMIL are not able to provide the transportation, it is the contractor's responsibility to provide its own. The Contractor shall be responsible for lodging and food expenses at LAMAC and for food expenses at the Spokes during visits

5.7.4 Technical support will start upon completion and acceptance of Modules 1 through 5.

5.8 CONTRACTOR MANPOWER REPORTING (CMR): The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: http://www.ecmra.mil.

5.9 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5.9.1 The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE REQUIREMENTS SUMMARY SCAN EAGLE SYSTEMS INTEGRATION LA MACARENA, META, COLOMBIA			
Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1 The contractor shall provide services for supply and installation of Video Network Conferencing (VNC) capability; upgrading the existing video and metadata connectivity; and integrating the video and metadata feeds supplied by four ScanEagle (SE) spokes into the hub infrastructure located at the Colombian Military's (COLMIL) Rapid Deployment Force (FUDRA), at La Macarena, Meta, Colombia (LAMAC). PWS Para 5.1	Provide a fully operational upgraded scan eagle system	100% compliance required	Periodic COR surveillance Valid customer complaint
PRS # 2 The contractor shall supply, install and support VIRS capability at Spoke No. 1 , upgrade VIRS capability and connectivity at LAMAC and add VNC capability and connectity at LAMAC Spoke No. 1 and Spoke No. 2 PWS Para 5.2	Complete Module 1	100% compliance required	Periodic COR surveillance Valid customer complaint
PRS # 3 The contractor shall install LCS Between Spoke No. 1 and LAMAC PWS Para 5.3	Complete Module 2	100% compliance required	Periodic COR surveillance Valid customer complaint
PRS # 4 The contractor shall install Spoke No. 1 live connectivity to the VIRS SSA PWS Para 5.4	Complete Module 3	100% compliance required	Periodic COR surveillance Valid customer complaint
PRS # 5 The contractor shall perform initial outfit of Scan Eagle operations center building (SEOC) at LAMAC PWS Para 5.5	Complete Module 4	100% compliance required	Periodic COR surveillance Valid customer complaint

PRS # 6 The contractor shall complete the outfit of the SEOC at LAMAC PWS Para 5.6	Complete Module 5	100% compliance required	Periodic COR surveillance Valid customer complaint
PRS # 7 The contractor shall provide remote and on-site technical support and assistance and maintenance for the hardware and software supplied and installed in Modules 1 through 5 as well as to the VIRS SSA already installed at LAMAC. PWS Para 5.7	Technical support and assistance and maintenance	95% compliance required	Periodic COR surveillance Valid customer complaint
PRS # 8 The Contractor shall notify its employees of: a. The United States Government's zero tolerance policy described in paragraph (b) of this clause. The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment Combating Trafficking in Persons, FAR 52.222-50(c)	Complete required action	100% Compliance	100% Inspection, COR Validation
PRS # 9 The Contractor shall completely fill in all the information in the format using the following web address https://cmra.army.mil. The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract to complete the CMR requirement. PWS Para 5.8	Complete required action	100% Compliance	100% Inspection, COR Validation