

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 80		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-13-R-0008		6. SOLICITATION ISSUE DATE 13-Mar-2013	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANNABELLE MILLER			b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-4227		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 15 Apr 2013	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA  TEL: FAX:			CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$19M NAICS: 561612		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
15. DELIVER TO USMILGP COLOMBIA - LOGISTICS ANGEL PAGAN AEROPUERTO EL DORADO, HANGAR 18 PUERTA 6, BOGOTA TEL: 4238400 FAX:			CODE WF7LKT		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR   TEL.			CODE		18a. PAYMENT WILL BE MADE BY CODE			
FACILITY CODE								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> 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
<p><b>SEE SCHEDULE</b></p>					

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Security Guard Services FFP IAW the Performance Work Statement, terms and conditions. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	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.		Job		

Notes:

1. Propose, if applicable.
2. This cost will be excluded from price evaluation.
3. Offerors shall include in their offers a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contractor Manpower Reporting FFP IAW the Performance Work Statement, terms and conditions. FOB: Destination	1	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Security Guard Services FFP IAW the Performance Work Statement, terms and conditions. FOB: Destination	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1002 OPTION	DBA Workers' Compensation Insurance COST		Job		
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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.

Notes:

1. Propose, if applicable.
2. This cost will be excluded from price evaluation.
3. Offerors shall include in their offers a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1003 OPTION	Contractor Manpower Reporting FFP IAW the Performance Work Statement, terms and conditions. FOB: Destination	1	Each		
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Security Guard Services FFP IAW the Performance Work Statement, terms and conditions. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	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.		Job		

Notes:

1. Propose, if applicable.
2. This cost will be excluded from price evaluation.
3. Offerors shall include in their offers a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Contractor Manpower Reporting FFP IAW the Performance Work Statement, terms and conditions. FOB: Destination	1	Each		

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NET AMT

### 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.

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

A SITE VISIT WILL BE CONDUCTED ON 21 MARCH 2013 AT 1330 LOCAL TIME (BOGOTA) IAW FAR 52.237-1. EACH OFFEROR WILL BE ALLOWED TO SEND TWO REPRESENTATIVES. PLEASE PROVIDE THE NAMES OF THE REPRESENTATIVES ON OR BEFORE 18 MARCH 2013 TO AL PAGAN at [angel.pagan@tsc.southcom.mil](mailto:angel.pagan@tsc.southcom.mil), ROBERT DE VISSER at [robert.devisser@tsc.southcom.mil](mailto:robert.devisser@tsc.southcom.mil) and ANNABELLE MILLER at [annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil).

SITE VISIT ATTENDEES SHALL MEET AT GATE 2 OF THE US EMBASSY, CRA 45, NO. 24B-27, BOGOTA COLOMBIA AT 1330 ON THE SITE VISIT DATE. ATTENDEES SHALL BE REQUIRED TO BRING EITHER A PASSPORT OR CEDULA DURING THE SITE VISIT.

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 26 Mar 2013, 1000 AM local (Bogota) time relating to this solicitation in writing via email to the following:

Annabelle F. Miller  
[annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil) / [annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil)

OR

Robert R. Devisser  
[robert.devisser@tsc.southcom.mil](mailto:robert.devisser@tsc.southcom.mil)

All questions shall reference solicitation number (W913FT-13-R-0008) and include the applicable section/paragraph/schedule of the Performance Work Statement and RFQ 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.

## 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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2013 TO 30-JUN-2014	N/A	USMILGP COLOMBIA - LOGISTICS ANGEL PAGAN AEROPUERTO EL DORADO, HANGAR 18 PUERTA 6, BOGOTA 4238400 FOB: Destination	WF7LKT
0002	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

0003	POP 01-JUL-2013 TO 30-JUN-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1001	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1002	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1003	POP 01-JUL-2014 TO 30-JUN-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2001	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2002	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2003	POP 01-JUL-2015 TO 30-JUN-2016	N/A	(SAME AS PREVIOUS LOCATION) 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
52.215-20	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
52.232-18	Availability Of Funds	APR 1984
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-17	Government Delay Of Work	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	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
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
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
252.247-7006	Removal of Contractor's Employees	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 (FAPIS) 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. Past Performance
3. 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 (DEC 2012)**

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 (c) through (o) of this provision.

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

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"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 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.

"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 small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(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 (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically 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) (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)(10)(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: \_\_\_\_\_.)

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

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

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) 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 \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award

of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, 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, Panamanian, 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, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (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 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 Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, 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, Panamanian, 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 --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; 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) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 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 products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. 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) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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.)

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

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (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).

(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).

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

(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).
- \_\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- \_\_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_\_ (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).

X (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)

**52.217-8 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 the contract expires.

(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 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)

**52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)**

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

**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.

**52.252-1 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):

[www.acquisition.gov/far](http://www.acquisition.gov/far)

(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):

[www.acquisition.gov/far](http://www.acquisition.gov/far)

(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.

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)  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)  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)  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) \_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ 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) \_\_\_ 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.

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	16%
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(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)

PERFORMANCE WORK STATEMENT

**PERFORMANCE WORK STATEMENT (PWS)**

**Security Guard Services**

**U.S. Military Group, Bogota, Colombia (USMILGP-CO)**

Part 1

General Information

**1.0 GENERAL:** This is a non-personnel services contract to provide Security Guard Services at the Joint Logistics Support Facility (JLSF) located at Aeropuerto El Dorado, Nueva Aona Aduanera, Hangar 18, Bogota Colombia. 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, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform

Security Guard Services 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 U.S. Military Group-Colombia (USMILGP-CO), in cooperation with the U.S. Embassy Country team, U.S. Government agencies, and the Government of Colombia (GOC) provides Security Assistance (SA) and military to military contact in order to eliminate/reduce drug trafficking and narco-terrorism; strengthen Colombian Military (COLMIL) professionalism; conduct counter drug narco-terrorism operations (CNT); and eliminate the threat to Colombia's sovereignty and democracy. USMILGP-CO Logistics Mission (LOGMIS) provides logistical support to the USMILGP, deployed DoD Forces, US Inter-Agencies and support the USG Security Cooperation Plan and USSOUTHCOM Commander's goals and objectives. LOGMIS has operated the Joint Logistics Support Facility (JLSF) since 2004 to meet increased and emerging supply (all classes), storage, transport, distribution, facility administration, construction management, maintenance, and other logistics requirements for both the USMILGP-CO and the COLMIL force sustainment in support of operations to defeat narco-terrorism.

**1.3 Objectives:** The contractor shall provide security guard services for the LOGMIS JLSF located at Aeropuerto El Dorado, Nueva Zona Aduanera, Hangar 18, Bogota Colombia. Contractor shall provide all resources necessary to meet the requirements/terms and provisions of this contract, unless specified as U.S. Government Furnished Equipment (GFE) and U.S. Government Furnished Property (GFP), to include management, transportation, supervision, safety, human resources, training, reports, and security services. The Contractor shall plan, schedule, coordinate and ensure effective and economical completion of all services specified in this contract.

Maintain twenty four (24) hours a day, seven (7) days a week security to the USMILGP JLSF (warehouse and storage area), equipment and supplies  
Control access into the USMILGP JLSF  
Respond and manage actions during emergency situations.

**1.4 Scope:** The Contractor shall be responsible for the security of the JLSF and all supplies and equipment located in this facility, to include security cameras, monitors, and other security components. The JLSF facility has an area of approximately 62,162 square feet. The Contractor shall provide fully trained IAW Colombian Ministry of Defense Security Guard Doctrinal manual, certified by the Colombian Ministry of Defense Superintendent for Private Security Guards Office, RSO approved, armed security guards, 24 hours a day, seven days a week, 365 days a year at the JLSF, for both internal/external perimeter roving guard and three entrance/exit locations with four guard posts. The fourth guard post is closed and will only be used in case of emergency upon direction by the COR. In addition to securing the compound, property, and personnel, security guards are required to inspect all vehicles and personnel entering and exiting the compound in accordance with U.S. Embassy RSO, USMILGP Force Protection, Contractor, and company force protection and anti-terrorist policies and guidelines as applicable. Security guards shall be required to wear a distinctive uniform that clearly identifies them as security personnel with the name of the company and their last name. The contractor shall supply each guard with individual communications equipment to maintain contact with each other, their central office, and public security forces as required. The U.S. Government will not provide or coordinate any day-to-day security or force protection requirements or support.

**1.4.1** The Contractor shall provide fully qualified personnel who possess the training, skills, and experience to satisfactorily perform the required services. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government.

**1.4.2** The Contractor shall, as a minimum, provide an on-site supervisor, who also serves as the lead security guard; three (3) security guards from 0600-1800 hours daily; three (3) security guards from 1800-0600 daily. The contractor shall provide the minimum personnel at all times during the contract period of performance. One of the three security guards in the night shift will be designated as a senior guard. The guards will operate the automatic gates at the main entrance and exit points of the JLSF. In addition the guard force will conduct random foot patrols as specified in the PWS. The entry control points shall be manned at all times during the day. At night, one of the exit points is closed.

**1.4.3** The contractor shall provide a contractor point of contact (POC) 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 primary POC is absent shall be designated in writing to the contracting officer. The contractor POC or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract. The contractor POC or alternate shall be available between 0700 to 2100 daily. The contractor POC is not required to be on-site at all times, but shall be available via cell phone or any other communication equipment.

**1.5** **Period of Performance:** The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. The Period of Performance reads as follows:

Base Year:	1 Jul 2013 thru 30 Jun 2014
Option Year I:	1 Jul 2014 thru 30 Jun 2015
Option Year II:	1 Jul 2015 thru 30 Jun 2016

## **1.6** **General Information**

**1.6.1** **Quality Control:** The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. The contractor shall submit a Quality Control Plan (QCP) with the proposal. The plan shall describe procedures to ensure all work described in the PWS are performed at or above the standard defined in the Performance Requirements Summary (PRS). The plan shall clearly define procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques. Any updates to the QCP shall be provided to the COR for review and approval at 30 days prior to implementation.

**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** **Recognized Holidays:** Contractor is required to perform services on holidays. For informational purposes only, holidays listed below are observed by the U.S. Embassy – Bogota for the calendar year 2013. Contractor shall be advised when 2014 holidays observed by the U.S. Embassy – Bogota is published.

<b>JANUARY 1</b>	<b>TUESDAY</b>	<b>(A-C)</b>	<b>NEW YEAR'S DAY</b>
<b>JANUARY 7</b>	<b>MONDAY</b>	<b>(C)</b>	<b>EPIPHANY</b>
<b>JANUARY 21</b>	<b>MONDAY</b>	<b>(A)</b>	<b>BIRTHDAY OF MARTIN LUTHER KING, JR.</b>
<b>FEBRUARY 18</b>	<b>MONDAY</b>	<b>(A)</b>	<b>WASHINGTON'S BIRTHDAY (PRESIDENTS DAY)</b>
<b>MARCH 24</b>	<b>SUNDAY</b>	<b>(C)</b>	<b>PALM SUNDAY</b>
<b>MARCH 25</b>	<b>MONDAY</b>	<b>(C)</b>	<b>ST. JOSEPH'S DAY</b>
<b>MARCH 28</b>	<b>THURSDAY</b>	<b>(C)</b>	<b>HOLY THURSDAY</b>

<b>MARCH 29</b>	<b>FRIDAY</b>	<b>(C)</b>	<b>GOOD FRIDAY</b>
<b>MARCH 31</b>	<b>SUNDAY</b>	<b>(C)</b>	<b>EASTER</b>
<b>MAY 1</b>	<b>WEDNESDAY</b>	<b>(C)</b>	<b>LABOR DAY</b>
<b>MAY 13</b>	<b>MONDAY</b>	<b>(C)</b>	<b>ASCENSION DAY</b>
<b>MAY 27</b>	<b>MONDAY</b>	<b>(A)</b>	<b>MEMORIAL DAY</b>
<b>JUNE 3</b>	<b>MONDAY</b>	<b>(C)</b>	<b>CORPUS CHRISTI</b>
<b>JUNE 10</b>	<b>MONDAY</b>	<b>(C)</b>	<b>FEAST OF THE SACRED HEART</b>
<b>JULY 1</b>	<b>MONDAY</b>	<b>(C)</b>	<b>FEAST OF SAINTS PETER AND PAUL</b>
<b>JULY 4</b>	<b>THURSDAY</b>	<b>(A)</b>	<b>INDEPENDENCE DAY</b>
<b>JULY 20</b>	<b>SATURDAY</b>	<b>(C)</b>	<b>INDEPENDENCE DAY</b>
<b>AUGUST 7</b>	<b>WEDNESDAY</b>	<b>(C)</b>	<b>BATTLE OF BOYACA</b>
<b>AUGUST 19</b>	<b>MONDAY</b>	<b>(C)</b>	<b>ASSUMPTION DAY</b>
<b>SEPTEMBER 2</b>	<b>MONDAY</b>	<b>(A)</b>	<b>LABOR DAY</b>
<b>OCTOBER 14</b>	<b>MONDAY</b>	<b>(A-C)</b>	<b>COLUMBUS DAY/ DISCOVERY OF AMERICA</b>
<b>NOVEMBER 4</b>	<b>MONDAY</b>	<b>(C)</b>	<b>ALL SAINTS DAY</b>
<b>NOVEMBER 11</b>	<b>MONDAY</b>	<b>(A-C)</b>	<b>VETERANS DAY/ CARTAGENA'S INDEPENDENCE DAY</b>
<b>NOVEMBER 28</b>	<b>THURSDAY</b>	<b>(A)</b>	<b>THANKSGIVING DAY</b>
<b>DECEMBER 8</b>	<b>SUNDAY</b>	<b>(C)</b>	<b>IMMACULATE CONCEPTION</b>
<b>DECEMBER 25</b>	<b>WEDNESDAY</b>	<b>(A-C)</b>	<b>CHRISTMAS DAY</b>

(A) - US holiday  
(C) - Colombian holiday

**1.6.4 Hours of Operation:** Security guard services shall be provided 24 hours a day, seven (7) days a week throughout the contract period of performance.

The Contractor shall at all times 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.

**1.6.5 Place of Performance:** The work to be performed under this contract will be performed at the Joint Logistics Support Facility, located at Aeropuerto El Dorado, Nueva Zona Aduanera, Hangar 18, Bogota Colombia. The JLSF will be transferred to a new building near the current site approximately 30 September 2013.

**1.6.6 Type of Contract:** The government will award a Firm Fixed Price services contract.

**1.6.7 Security Requirements:** All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment at the contractor's expense. The RSO clearance may take up to five months to be completed.

**1.6.7.1 Physical Security:** The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the end of each shift, the government facility, equipment, and materials shall be secured.

**1.6.8 Special Qualifications:**

**1.6.8.1 Security Guard:**

- a. Completion of secondary education required
- b. At least 5 years of experience as a security guard
- c. Certification required on basic security and inspection procedures per the Colombian Doctrinal Manual for Security Guard Services, dated 2010 (see web page [www.supervigilancia.gov.co](http://www.supervigilancia.gov.co))
- d. Possesses and maintain a current Colombian small arms weapons permit
- e. Must have a valid Colombian driver's license

**1.6.9 Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office 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 will apprise the contractor of how the government views the contractor's performance and the contractor shall 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.

**1.6.10 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; 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.

**1.6.11 Key Personnel:** The Lead Security Guard/Site Supervisor is considered key personnel.

**1.6.11.1** The position indicated as "key" shall not be vacant for more than seven calendar days. When the individual departs 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 based on the requirements of the PWS 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. All requests for approval of key personnel replacements shall be in writing and provide a detailed explanation of the circumstances necessitating the proposed replacements.

**1.6.11.2** 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 determine if the replacement meets the requirements stated in the PWS. The KO and COR shall evaluate such requests and notify the Contractor in writing whether the replacement personnel is acceptable based on the requirements in the PWS within five days of receipt of the replacement documentation.

**1.6.11.3 Qualifications - Lead Security Guard**

- a. Completion of high school required.
- b. At least 10 years of experience as a security guard
- c. At least 5 years as a security guard supervisor
- d. Certification required on basic security and inspection procedures per the Colombian Doctrinal Manual for Security Guard Services, dated 2010 (see web page [www.supervigilancia.gov.co](http://www.supervigilancia.gov.co))
- e. Possesses Colombian small arms weapon's permit
- f. Must have a valid Colombian driver's license

**1.6.12 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. Contractors shall ensure their employees have the proper credentials and visas allowing them to work in the Republic of Colombia. Persons later found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities. Contractor personnel shall wear a Contractor furnished uniform that identifies them as Security Guards and shall display their badges at all times.

**1.6.13 Documentation:** Contractor data and reports submissions shall be computer generated and shall be signed and dated by the contractor's authorized representative. All documents shall be prepared in Microsoft Word or Excel. All documents will be in English with Spanish Translation, as required.

**1.6.14 Records/Data/Files:** The Contractor shall maintain complete and accurate files of documentation, records and reports applicable to the performance of the contract in accordance with AR 25-400-2 The Army Records Information Management System and SOUTHCOM regulations. The Contractor shall allow the KO/COR access to all Contractors generated or maintained records, files, reports and data relating to performance of this contract. All records, files, reports and data deemed proprietary by the contractor shall be clearly marked with such classification. The Contractor shall not allow access to the files by any Government agency, non-Governmental agency, or individual unless specifically authorized by the Contracting Officer.

**1.6.15 Use of Force and Deadly Force**

**1.6.15.1 Use of Force.** The use of force is defined as the physical application of violence upon or against a person in any way including the use of the baton. The baton (nightstick) serves as a defensive weapon for the guards. Its use by the security guards is defined as follows:

- a. The baton will only be used after all non-violent efforts are exhausted to quell a disturbance at any post manned by the security guards.
- b. It will only be used to protect the security guards or persons on the post from actual bodily harm by another person or persons. The oral threat of bodily harm is insufficient justification for the use of the baton.
- c. Abusive and/or obscene language directed at security guards or a third party is insufficient justification for the use of the baton.
- d. Any person attempting to strike security guards in the performance of duty; forcibly detain him/her; causing a serious disturbance on the post by striking or assaulting the guard or another party; or in any way causing injury constitutes sufficient justification to use the baton.
- e. Only the minimum use of force necessary for the restoration of order is authorized.

**1.6.15.2 Use of Deadly Force.** Deadly force is defined as the use of any force that is likely to cause death or serious physical injury. A weapon serves as a defensive instrument for use by the security guards. The use of a weapon by security guards to apply Deadly Force is ONLY justified as follows:

- a. Deadly Force will only be used after all non-lethal means are exhausted to stop a life threatening disturbance at any post manned by the security guards.
- b. Deadly Force will only be used to protect the life of security guards or other persons on the post from lethal bodily harm by another individual or individuals. The oral threat of bodily harm is insufficient justification for the use of Deadly Force.
- c. Abusive and/or obscene language directed at the security guards or another individual is insufficient justification for the use of Deadly Force.
- d. Any person attempting to use lethal force against security guards or another individual constitutes sufficient justification for the use of Deadly Force.
- e. The use of deadly force represents the last resort by security guards for the restoration of order.

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 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.

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

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

**2.1.8 QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

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

**2.2 ACRONYMS:**

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CATAM	Comando Aereo de Transporte Militar
CFR	Code of Federal Regulations
COR	Contracting Officer Representative
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense

FAR	Federal Acquisition Regulation
JLSF	Joint Logistics Support Facility
KO	Contracting Officer
LOGMIS	Logistics Mission
MILGP	Military Group
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
USMILGP-CO	U.S. Military Group-Colombia

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

**3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:**

**3.1 Services:** The Government will provide facilities maintenance to the offices occupied by the security guards as required, ie. Light bulbs, janitorial, pest control, surveillance camera maintenance.

**3.2 Facilities:** The Government will provide Guard shacks, vehicle barrier systems, fence around the JLSF, lighting at the JLSF vehicle entrance and exit, and access to the JLSF 1<sup>st</sup> floor bathroom and kitchen room. Contractor personnel will have access to the JLSF cafeteria, when it's open.

**3.3 Utilities:** The Government will provide all utilities. 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 surveillance cameras and monitors, lockers, desks, land line phones, and lighting, mosquito zappers and table to conduct bag searches.

**3.5 Materials:** The Government will provide janitorial, pest control, and physical security and log forms that may be required by the USMILGP Force Protection Office.

**3.6** All GFI shall be managed, inventoried and accounted for in accordance with all applicable regulations and approved SOPs. The contractor shall be responsible for all the GFI daily operations, maintenance. All materials, supplies and equipment shall be protected against damage or loss. In the event materials, supplies, and/or equipment are damaged or lost, the Contractor shall notify the COR in writing within 24 hours. If there is any damage or loss to GFI, the Contractor shall process/research losses in accordance with AR 735-5 (Policies and Procedures for Property Accountability), FAR and other applicable regulations. The Government will be responsible for all the GFI replacement costs, unless due to contractor negligence or misuse.

**3.7** On a mutually agreeable date, not more than five (5) calendar days after contract award, the Contractor and the COR shall make a complete and systematic inspection of all equipment in the buildings covered by this contract. The Contractor shall submit to the KO/ COR, within two working days after inspection, an itemized list of the existing deficiencies noted by the Contractor and the COR. The Government shall correct the agreed upon deficiencies within 30 days of notification. If the Government cannot fix the deficiencies, the equipment may be leased or procured, whichever is more economically suitable, subject to COR approval. Should the Contractor's inspection disclose any deficiencies that present a hazard, the hazard shall be immediately called to the attention of the COR.

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

**4.0 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

**4.1 General:** The Contractor shall furnish all supplies, equipment and services required to perform work under this contract that are not listed under Section 3 of this PWS. The Contractor shall provide transportation to the JLSF for contractor personnel. The U.S. Government shall not be responsible and shall not be charged separately for this requirement.

**4.2. Equipment:**

**4.2.1** Handgun: The Contractor shall provide each guard a revolver, .38 caliber handgun. Lead guard shall also be provided a 22 shotgun IAW Colombian Law. Basic load is 12 rounds per weapon type. Senior guard on the night shift shall also be provided a 22 shotgun IAW Colombian Law.

**4.2.2** The Contractor shall provide holster, belt, and loader pouch and baton.

**4.2.3** The Contractor shall provide its personnel flashlight, boots or safety shoes, pepper spray, bullet proof vest, hand cuffs and mini first aid kit.

**4.2.4** Cell Phones: The Contractor shall provide cell phones to all contractor personnel for official business.

**4.2.5** Uniforms. The Contractor shall furnish uniforms with the Contractor's company name or logo.

**4.3** Insurance: The contractor shall obtain and maintain all insurance required. The contractor shall submit a list of proposed insurance coverage IAW Ministry of Defense Decree for Private Security Guard Services for contractor personnel under this solicitation with the proposal. Include insurance coverage that covers security guards' negligence and or accidental discharge of personnel weapon that could cause serious injury or death.

**4.3.1** The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:

- a. Negligence of the Contractor's personnel in the performance of this contract
- b. Any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.
- c. The Contractor's assumption of absolute liability is independent of any insurance policies.

**4.4** The Contractor shall provide fuel for contractor vehicles, shotgun and ammunition and protective gear.

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PART 5  
SPECIFIC TASKS

**5.0 Specific Tasks:**

**5.1 Basic Services:** The contractor shall provide Security Guard Services.

**5.2 Tasks:**

**5.2.1 Conduct IED Vehicle Sweep:** Contractor shall conduct vehicle sweeps for IEDs, illegal drugs, explosives, unauthorized firearms and movement of supplies without proper documentation before the vehicle is allowed to enter the JLSF. Vehicle sweeps shall be performed on all vehicles entering the JLSF. Reference: DOD Department of Defense Instruction Number 2000.16 DoD Antiterrorism (AT) Standards and SOUTHCOM Antiterrorism Program, Regulation 380.16.

**5.2.2 Conduct General Vehicle Inspection:** Contractor shall conduct vehicle inspection before a vehicle is allowed to depart the JLSF. Supplies departing the JLSF shall be listed on a JLSF trip ticket and provided to the security guard for record. Reference: DOD Department of Defense Instruction Number 2000.16 DoD Antiterrorism (AT) Standards and SOUTHCOM Antiterrorism Program, Regulation 380.16.

**5.2.3 Clear Individuals Entering the JLSF:** Contractor shall inspect packages and bags for IEDs, weapons and contraband brought into the JLSF by personnel authorized access into the JLSF. Reference: DOD Department of Defense Instruction Number 2000.16 DoD Antiterrorism (AT) Standards and SOUTHCOM Antiterrorism Program, Regulation 380.16.

**5.2.4 Conduct Radom Perimeter Patrols:** Contractor shall visually check the inside and outside of the JLSF perimeter. The inspections must be conducted randomly. The Contractor shall conduct a minimum of four (4) random perimeter foot patrols during the day shift and a minimum of six (6) random perimeter foot patrols during the night shift daily. The results of the foot patrols shall be recorded in the Security Guard daily log.

**5.2.5 Monitor Perimeter Camera:** Contractor shall monitor the perimeter security cameras from the entrance post 24 hours a day, seven (7) days a week.

**5.2.6 Report Security Breaches:** Contractor shall report security breaches immediately to the US Embassy RSO 24/7 landline and to the LOGMIS Chief and Deputy. A written report shall be submitted to the COR within 24 hours of the incident.

**5.2.7 Execute Travel Plans for Shift Personnel:** Contractor shall be responsible to transport its security guards from Gate 6 to the JLSF daily. Contractor shall be responsible for fuel and insurance for Contractor vehicles.

**5.2.8 Qualify on Assigned Weapon:** Security guards shall possess a current Colombian small arms weapons permit on their assigned weapons before contract performance and maintain it current throughout the period of performance.

**5.2.9 Wear Protective Gear and Distinctive Uniform:** Security guards shall be furnished chest body armor as contractor furnished property. Contractor shall furnish security guards uniforms that identifies them as security guards and the company that they work for. Uniforms shall be clean, serviceable and not excessively worn (uniforms not cut or have holes, free from stains, not color faded, clean and not missing buttons and have serviceable zippers).

**5.2.10 Prepare for Crisis Management:** Security guards shall be trained by certified schools recognized by the Colombian Ministry of Defense in crisis management to react to the following emergencies: natural disaster, fire in facility, and medical emergency.

**5.2.11 Accident Reporting:** The Contractor shall maintain an accurate record of accidents resulting in injury or death and accidents resulting in damage to Government property, supplies, and equipment. The Contractor shall provide immediate verbal notification of any accident/incident to the COR. A subsequent written report to include all details of the accident/incident shall be submitted to the COR and KO within 24 hours of the incident. The Contractor may refer to AR 385-10, the Army Safety Program for contents and guidance on preparation of the report.

**5.2.12 Safety:** The Contractor shall adhere to Host Nation Rules, to include safety requirements and customs when operating OCONUS. If no applicable Host Nation Rules and regulations are available, the Contractor shall adhere to U.S. regulations and requirements. The Contractor shall abide by all Host Nation or Government rules, regulations, laws, directives and requirements which are issued during the contract term relating to law and order, labor, administration, and security on and off the installation. Violation of such rules, regulation, laws, directives or requirements shall be grounds for removal (permanent or temporary as the Government determines) from the work site. The contractor shall conduct all operations and processes in accordance with the Occupational Safety and Health (OSHA) administration regulatory guidance or local safety and health mandates; if there is a conflict the most stringent standard will apply. The rules and regulations of the installation where the services are performed shall apply to contractor personnel while on the premises of such installation.

**5.2.13 Security Guard Log:** The Contractor shall maintain a daily security log to record personnel and vehicles entering the JLSF Compound. The log at a minimum will record names of personnel visiting, the vehicle type and plate number, and the times the personnel and vehicles enter and depart the JLSF compound.

**5.2.14 Training Plan:** The contractor shall submit a training plan with the proposal. The plan shall describe training requirements to accomplish the work stated in the PWS. The plan shall at a minimum discuss weapons training and qualification, training for crisis management, i.e., fire, emergency, earthquake natural disaster emergency, basic first aid response, use of security cameras and reports in case of breach, training to secure vehicles and personnel entering the JLSF and use and maintenance of security guard logs IAW Army Regulation 190-16 Physical Security dated 31 May 1991.

**5.3 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>.

PART 6  
APPLICABLE PUBLICATIONS

**6.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

**6.1** The Contractor must become familiar all applicable regulations, publications, manuals, and local policies and procedures for Physical Security, in particular Army Regulation 190-16, Physical Security, dated 31 May 1991.

**6.2** The Contractor shall abide by the Host Nation Ministry of Defense Doctrinal Manual for Monitoring and Private Security 2010.

**6.3** Listed below are applicable regulations.

Colombian Laws: Ley 62 de 1993 – Police Norms and Creation of Private Security Companies  
Ley 61 de 1993-Arms, Munitions and Explosive Norms  
Ley 119 de 2006 – Small Arms Permits, Registrations and Control  
Decreto Ley 356 de 1994- Private Security Statute  
Decree 1979 of 2001-Private Security Uniform Policy  
Decree 73 of 2002 – Minimum Invoice Costs for Private Security Service  
Decree 2535 of 1993-Arms, Munitions, and Explosives Regulation  
Doctrinal Manual for Private Security Guards 2012  
Army Regulation 190-13-The Army Physical Security Program  
AR 735-5 Policies and Procedures for Property Accountability  
AR 385-10 The Army Safety Program  
AR 25-400-2 The Army Records Information Management System  
DOD Department of Defense Instruction Number 2000.16 DoD Antiterrorism (AT) Standards  
SOUTHCOM Antiterrorism Program, Regulation 380.16

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

**7.0 Attachment/Technical Exhibit List:**

**7.1** Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

**7.2** Attachment 2/Technical Exhibit 2 – Deliverables Schedule

**TECHNICAL EXHIBIT 1****Performance Requirements Summary**

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 SECURITY GUARD SERVICES			
Performance Objective	Standard	Performance Threshold	Method of Surveillance
Security guard shift requirement PWS 1.4.2	Contractor shall provide a minimum of one (1) supervisor/lead and three (3) security guard per shift from 0600-1800 and 1800-0600 daily	100% compliance required	Periodic Surveillance
Contractor point of contact PWS 1.4.3	Contractor shall provide a point of contact and alternate that shall be available via telephonic communication between 0700 and 2100 daily	95% compliance required	Periodic Surveillance Validated Customer Complaints
Conduct IED Vehicle Sweep PWS 5.2.1	Contractor shall conduct vehicle sweeps on all vehicles for IEDs, illegal drugs, explosives, unauthorized firearms, and movement of supplies without proper documentation signed by a USG J4 representative before the vehicle is allowed to enter the JLSF	100% compliance required	Periodic Surveillance
Conduct General Vehicle Inspection PWS 5.2.2	<p>a. Contractor shall conduct vehicle inspection before a vehicle is allowed to depart the JLSF.</p> <p>b. Supplies departing the JLSF shall be listed on a JLSF trip ticket and provided to the security guard for record.</p>	100% compliance required	Periodic Surveillance
Clear Individuals Entering the JLSF PWS 5.2.3	Contractor shall inspect packages and bags for IEDs, weapons and contraband brought into the JLSF by personnel authorized access into the JLSF	100% compliance required	Periodic Surveillance

Conduct Radom Perimeter Patrols PWS 5.2.4	Contractor shall randomly visually check the inside and outside of the JLSF, a. a minimum of four (4) random perimeter foot patrols during the day shift b. a minimum of six (6) random perimeter foot patrols during the night shift daily. c. The results of the foot patrols shall be recorded in the Security Guard daily log.	100% compliance required	Periodic Surveillance
Monitor Perimeter Camera PWS 5.2.5	Contractor shall monitor the perimeter security cameras from the entrance post 24 hours a day, seven (7) days a week	100% compliance required	Periodic Surveillance
Report Security Breaches PWS 5.2.6	Contractor shall report security breaches immediately a. to the US Embassy RSO 24/7 landline b. to the LOGMIS Chief and Deputy c. A written report shall be submitted to the COR within 24 hours of the incident.	100% compliance required	100% Inspection
Qualify on Assigned Weapon PWS 5.2.8	a. Security guards shall maintain a current qualification on their assigned weapon b. have .38 caliber pistol at all times. c. The lead security guard shall possess a shotgun and .38 caliber pistol d. Basic load is twelve (12) cartridges per weapon type	100% compliance required	Periodic Surveillance
Wear Protective Gear and Distinctive Uniform PWS 5.2.9	Security guards shall wear chest body armor, uniforms that identifies them as security guards and the company that they work for that are clean, serviceable and not excessively worn	100% compliance required	Periodic Surveillance
Prepare for Crisis Management PWS 5.2.10	Security guards shall be trained by certified schools recognized by the Colombian Ministry of Defense in crisis management to react to the following emergencies: natural disaster, fire in	100% compliance required	Periodic Surveillance

	facility, and medical emergency		
Accident Reporting PWS 5.2.11	<p>a. The Contractor shall maintain an accurate record of accidents resulting in injury or death and accidents resulting in damage to Government property, supplies, and equipment.</p> <p>b. The Contractor shall provide immediate verbal notification of any accident/incident to the COR.</p> <p>c. Contractor shall submit a written report to include all details of the accident/incident to the COR and KO within 24 hours of the incident.</p>	100% compliance required	100% Inspection
Security Guard Log PWS 5.2.13	The Contractor shall maintain a daily security log to record personnel and vehicles entering the JLSF Compound. The log at a minimum will record names of personnel visiting, the vehicle type and plate number, and the times the personnel and vehicles enter and depart the JLSF compound	100% compliance required	Periodic Surveillance
Contractor Manpower Reporting PWS 5.3	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: <a href="http://www.ecmra.mil">http://www.ecmra.mil</a> . 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	100% compliance required	100% inspection, COR validation

	year, beginning with 2013. Contractors may direct questions to the help desk at help desk at: <a href="http://www.ecmra.mil">http://www.ecmra.mil</a> .		
Combating Trafficking in Persons, FAR 52.222-50(c)	The Contractor shall notify its employees of: a. The United States Government's zero tolerance policy described in paragraph (b) of this clause. b. 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	100% Compliance	100% inspection, COR validation

**TECHNICAL EXHIBIT 2**  
**DELIVERABLES SCHEDULE**

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Physical Security Log Para 5.2.13	Within 24 hours.	1 original and 1 copy. Provide by 1200 hrs daily.	Provide the information hard copy.	LOGMIS Operations Office
Accident Report Para 5.2.11	Within 24 hours	1 original and 1 copy. Provide within 2 hours an e-mail report on what happened (who, what, when, where and how) when a Security Guard is injured	Provide contractor Accident Report hard copy	LOGMIS Operations Office
Invoice	Within 7 days after the end of month.	1 Copy, Provided by 1300 hrs.	Provide the information by email.	LOGMIS Operations Office,
Report Security Breaches	Immediately	Report: Who, What, When, Where, and how: Within 24 hrs, company report.	Verbal and or email for immediate report; written report within 24 hours	J4 COR

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. Offer Submission Instructions. Offerors are required to submit a complete offer as listed in Para 2 below to include past performance information from prime and/or major subcontractors within the past three years. Offeror shall submit past performance information for no more than three (3) Prime and Major Subcontractor references.

Offers and responses to the Past Performance Questionnaire must be received on or before the solicitation closing date.

- a. Offers will be accepted via e-mail to:

Annabelle F. Miller  
[annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil)  
[annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil)  
Commercial: 011-57-1-275-4227

Alternate:

Robert R. DeVisser  
[robert.devisser@tsc.southcom.mil](mailto:robert.devisser@tsc.southcom.mil)  
[robert.devisser@us.army.mil](mailto:robert.devisser@us.army.mil)  
Commercial: 011-57-1-275-4228

b. The Government reserves the right to extend the notification deadline of the solicitation up to the date offers 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 Quote (RFQ) and make no award. By responding to this RFQ and submitting an offer in response to the RFQ, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFQ.

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

d. Volumes I and II (Technical Offer and Past Performance Information) shall not exceed **30 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 offer 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 Offer Acceptance Period. The offer acceptance period is 90 days. The Offeror shall make a clear statement in its Offer Documentation Volume III that the offer is valid for a period of not less than 90 days from receipt of offers.

g. Questions regarding this solicitation shall be submitted in writing to the Contracting Officer via email at [annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil) or [annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil) no later than 15 Mar 2013, 1600 hours local time (Bogota). 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 acquisition cycle.

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

## 2. Offer 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 offers shall be submitted as separate files in their native/original format, i.e. doc, xls.

c. **Content Requirements.** All information shall be confined to the appropriate Volume. The offeror shall confine submissions to essential matters, sufficient to define the offer 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 the offer. Each Volume of the offer shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. Offer narrative shall include the following:

(1) **Volume I - Technical.** The technical offer shall contain one file which addresses the technical portion of the offer, specific and complete in every detail. Each evaluation factor shall be included in a separate section and tabbed accordingly. Volume I should be clearly numbered so that revised pages, if needed, may be substituted in the correct section. All data relating to a particular topic should be included in that section, even if it is duplicative of another evaluation factor, as each evaluation factor will be rated individually. The Technical Offer shall be organized in accordance with the following evaluation sub-factors:

- (a) Section 1 Offeror's Capability and Technical Approach
- (b) Section 2 Key Personnel
- (c) Section 3 Security Guard Equipment

(2) **Volume II – Past Performance Information.** The Offeror will submit a list of no more than three relevant contracts and/or subcontracts completed within the last three years (if any), and all related contracts and subcontracts currently in process (if any). The contracts listed may include those with the public or private sector. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable), in alphabetical order. For each listed contract and/or subcontract, the offeror will provide the following information:

- (a) Section 1 – Contract Descriptions to include the following information:

Contract No  
Description of Service  
Period of Performance (all years)  
Total value of the contract (all years)

- (b) Section 2 – Performance

(c) **Section 3 – Past Performance Information Questionnaire.** For all contracts identified in Section 1, Offeror shall complete and submit a Past Performance Information Questionnaire for each past performance reference. Offeror shall complete only Part I of the questionnaire to include the offeror/company name and address and send the questionnaire to the past performance reference. Point of contact references shall be instructed to electronically complete Part II of the questionnaire and return via email to the Contracting Officer. Offeror shall ensure that the reference POC's e-mail address and contact information is current. The past performance reference shall e-mail the questionnaire response directly to the Contracting Officer at [annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil) or [annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil) no later than the offer submission due date.

(3) **Volume III – Price.** Solicitation, Offer and Award Documents and Certifications/ Representations. Offeror's price offer 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

(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 52.209-7 Information Regarding Responsibility Matters

(d) Section 4 Certificate of Registration with the Colombian Ministry of Defense Private Security Guard Branch. Non-submission of this document will render the offer non-responsive and will not be considered for award.

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) 13.5, Test Program for Certain Commercial Items, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the Army Federal Acquisition Regulation Supplement (AFARS). The Government anticipates awarding a Firm Fixed Price (FFP) type contract resulting from the solicitation and reserves the right to not award a contract at all depending on the quality of offers received and availability of funds. Award will be made to a single offeror who is deemed responsible in accordance with the FAR, whose offer conforms to the solicitation requirements, and whose offer, 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 offer 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 offers 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 offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

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 offers may be the grounds for eliminating an offer from competition.

5. In accordance with FAR Clause 52.212-2, Evaluation – Commercial Items, award will be made to the responsible offeror whose offer conforms to the solicitation, meets the Government’s requirements and offers the best value to the Government from a lowest price, technically acceptable (LPTA) standpoint. Appropriate consideration shall be given to three (3) evaluation factors: Technical Acceptability, Past Performance and Price.

## **B. FACTORS AND SUB-FACTORS TO BE EVALUATED**

1. Factor I - Technical Acceptability. Offers will be rated on an “Acceptable”, or “Unacceptable” basis. In order to be considered for award, an offer 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 offer technically unacceptable and shall not be considered for award. All of the sub-factors shall be clearly addressed in the offer. The three technical sub-factors are as follows:

a. Sub-factor 1 Offeror’s Capability and 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. The contractor shall clearly address all of the elements listed below in order for the offer to be considered technically acceptable.

(1) Element 1 Organization Structure and Experience. Describe the company’s organization structure, provide an organization chart that depicts structure alignment, describe the company’s capabilities and the offeror’s methods and technical approach to meeting the PWS requirements in a timely and acceptable manner. In addition, the offeror shall include a description of the offeror’s experience with work of similar nature, scope, complexity, and difficulty to that which will be performed under the prospective contract contemplated by this solicitation.

(2) Element 2 Quality Control Plan: Describe procedures to ensure all work described in the PWS are performed at or above the standard defined in the Performance Requirements Summary (PRS). The plan shall clearly define procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques.

(3) Element 3 Training Plan: Describe training requirements to accomplish the work stated in the PWS. The plan shall at a minimum discuss weapons training and qualification, training for crisis management, i.e., fire, emergency, earthquake natural disaster emergency, basic first aid response, use of security cameras and reports in case of breach, training to secure vehicles and personnel entering the JLSF and use and maintenance of security guard logs IAW Army Regulation 190-16 Physical Security dated 31 May 1991.

b. Sub-factor 2 Key Personnel. The proposed key personnel will be evaluated to determine if the offeror addressed all the requirements stated in the solicitation. The contractor shall clearly address all of the elements listed below in order for the offer to be considered technically acceptable.

(1) Element 1 Resume: Submit the resume of the individual proposed to fill the Lead Security Guard position. The resume shall include, at a minimum, the following information: name and educational background, employment history giving the name of each employer, period of employment and title, history of applicable experience only, to include name of company, period of time of experience, description of duties, level of responsibility and title. The resume shall indicate whether this is for a current employee of the firm or a proposed

new hire. The resume shall clearly address and meet the minimum qualifications specified in the PWS (Para 1.6.11.3) in order to be considered technically acceptable.

(2) Element 2 Letter of Commitment: Submit a letter of commitment from the candidate stating their intent to work for the Contractor under the resulting contract.

c. Sub-factor 3 Security Guard Equipment. The offeror's proposed equipment will be evaluated to determine if the offeror provided adequate and acceptable equipment to accomplish the requirements in the solicitation. The contractor shall clearly address all of the elements listed below in order for the offer to be considered technically acceptable.

(1) Element 1 Security Guard and Communications Equipment: Submit a list of proposed equipment, including uniforms required to accomplish the requirements in the PWS.

(2) Element 2 Insurance. Submit a list of proposed insurance coverage IAW Ministry of Defense Decree for Private Security Guard Services for contractor personnel under this solicitation. Include insurance coverage that covers security guards' negligence and or accidental discharge of personnel weapon that could cause serious injury or death.

3. Factor II – Past Performance: Offers will be rated on an “Acceptable” or “Unacceptable” basis. The Government will consider three relevant past performance information (not older than three years) on “same or similar” contracts obtained from the Government and commercial sources provided by the prospective contractor. The Government may also use any other past performance information obtained from other sources during this process. There are two aspects to the past performance evaluation:

(a) Recency and Relevancy. The first aspect is to evaluate whether the offeror's present/past performance is relevant or not relevant to the effort to be acquired. To be relevant, the effort must be the same or similar in nature, scope, size, magnitude and complexity to the services being procured under this solicitation and shall have been performed in the last three (3) years.

(b) Contractor Performance. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Responses to the past performance questionnaire in the four (4) areas listed below will be considered in evaluating past performance information. Any “Unacceptable” rating on any of the four areas will result in an overall past performance rating of “Unacceptable”.

- (1) Quality of Service: A pattern of successful completion of tasks of good quality
- (2) Schedule/Timeliness of Performance: A pattern of submitting deliverables/completing tasks that are timely
- (3) Business Relations: A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.)
- (4) Management of Personnel: A pattern of effective hiring and retention practices

c. In addition to the Past Performance Questionnaire, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) or Contract Performance Assessment Reporting System (CPARS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offer, inquiries of owner representative(s) and any other known sources not provided by the Offeror.

#### 4. Factor III – Price

a. Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating an offer from the competitive range. 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 offer 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 offer 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. DBA insurance will not be included in evaluating price. 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. EVALUATION APPROACH

All offers 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. Offers will be rated on an "Acceptable" or "Unacceptable" basis. All technical sub-factors will receive an "Acceptable" or "Unacceptable" rating.

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

2. Past Performance Evaluation Approach. Offers will be rated on an "Acceptable" or "Unacceptable" basis.

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance IAW FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability / unacceptability, "unknown" shall be considered "acceptable."

3. Price Evaluation Approach. Total evaluated price shall be determined by adding the total price for all options to the total price for the basic requirement plus one-half of the offeror's final option period price. DBA insurance will not be included in evaluating price.

POINT OF CONTACT

**GOVERNMENT POINT OF CONTACT:**

REQUIRING ACTIVITY

Angel L. Pagan  
E-mail: angel.pagan@tcsc.southcom.mil  
Cell: 011-57-310-552-9050

CONTRACTING OFFICER

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

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 **SAM** 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)

#### PAYMENT INSTRUCTIONS

#### PAYMENT INSTRUCTIONS/ INSTRUCCIONES PARA EL PAGO:

#### **MONTHLY INVOICES:**

Contractor is authorized to submit monthly invoices with the first invoice to be submitted after the first month of performance. Invoices shall be submitted no later than five days after the end of the previous month.

If the invoice is for a partial or full payment please indicate that on the invoice.

Submit an Original invoice and a completed and signed DD250 to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:

Calle 24 Bis 48-50 (POST 1)  
US Embassy  
USMILGRP – Payment Office  
Attn: Tatiana Suarez or Natalie Ochoa  
Bogota, Colombia  
Tel: 011-57-1-275-2601 / 011-57-1-275-4233

If hand delivered, invoices will be received **ONLY** on Tuesdays from 10:00am thru 12:00 pm by Tatiana Suarez (Tel: 275-2601) or Natalia Ochoa (Tel: 275-4233).

The completed invoice and DD250 can also be sent to the following e-mail addresses:

[tatiana.suarez.CO@tcsc.southcom.mil](mailto:tatiana.suarez.CO@tcsc.southcom.mil) OR [natalia.ochoa@tcsc.southcom.mil](mailto:natalia.ochoa@tcsc.southcom.mil)

Please send a copy of the invoice to the contracting office at the following e-mail address:  
[annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil)

If invoice is sent from the U.S:

Billing Address:

USMILGRP-Bogota  
Payment Office  
ATTN: Tatiana Suarez or Natalie Ochoa  
MILGP Unit 5140  
APO AA 34038

Or to the following e-mail addresses:

[tatiana.suarez.CO@tcsc.southcom.mil](mailto:tatiana.suarez.CO@tcsc.southcom.mil) OR [natalia.ochoa@tcsc.southcom.mil](mailto:natalia.ochoa@tcsc.southcom.mil)

Please send a copy of the invoice to the contracting office at the following e-mail address:  
[annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil)

**PARA RADICAR LA FACTURA:**

**PAGOS MENSUALES:**

Contratista estę autorizado a presentar facturas mensuales con la primera factura que se presenten despuęs del primer mes de funcionamiento. Las facturas se presentarın a mįs tardar cinco dęas despuęs del final del mes anterior

Si la factura es por un pago parcial o total favor indicarlo en la factura.

Enviar/entregar la factura original y la forma DD250 diligenciada y firmada al Grupo Militar, Embajada Americana en la siguiente direcci3n:

Dentro de Colombia:

Oficina de Pago:  
Calle 24 Bis 48-50 (Puesto # 1)  
US Embassy  
USMILGRP – Payment Office  
ATTN: Tatitana Suarez / Natalia Ochoa  
Bogota, Colombia  
Tel: 011-57-1-275-2601 / 011-57-1-275-4233

Si entregada, las facturas seran recibidas UNICAMENTE los dias Martes de 10:00am a 12:00pm por Tatiana Suarez (Tel 275-2601) y/o Natalia Ochoa (Tel: 275-4233)

O pueden ser enviadas a los siguientes correos electronicos:

[tatiana.suarez.CO@tsc.southcom.mil](mailto:tatiana.suarez.CO@tsc.southcom.mil) O [natalia.ochoa@tsc.southcom.mil](mailto:natalia.ochoa@tsc.southcom.mil)

Por favor, envíe una copia de la factura a la oficina de contratación en la siguiente dirección de correo electrónico:  
[annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil)

Si se envía desde los Estados Unidos:

Oficina de Pago:  
USMILGRP - Payment Office  
ATTN: Tatiana Suarez o Natalia Ochoa  
MILGP Unit 5140  
APO AA 34038

O pueden ser enviadas a los siguientes correos electrónicos:

[tatiana.suarez.CO@tsc.southcom.mil](mailto:tatiana.suarez.CO@tsc.southcom.mil) O [natalia.ochoa@tsc.southcom.mil](mailto:natalia.ochoa@tsc.southcom.mil)

Por favor, envíe una copia de la factura a la oficina de contratación en la siguiente dirección de correo electrónico:  
[annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil)

#### SAF VERBIAGE

Funds are presently available for this solicitation through 27 March 2013. Continued funding is subject to either a full appropriation or continuing resolution authority. The Government's obligation under the resulting contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### KEY PERSONNEL CLAUSE

##### **5152.204-4001 KEY PERSONNEL REQUIREMENTS (MAR 2009) (LOCAL CLAUSE)**

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These "Key Personnel" were identified by name within the contractor's proposal and their resumes were submitted for evaluation during the source selection process. The contractor agrees that such personnel shall not be removed or replaced within the performance of this contract unless the following measures are taken:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer (KO) or designated Contracting Officer Representative (COR), promptly replace personnel with personnel who possess equal, or better, qualifications as the original employee

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the KO or designated COR. The KO or designated COR must concur in writing with the change.

(b) If the KO or designated COR determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the KO may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The Key Personnel in this contract are as follows: [fill-in at time of award].

(End of Clause)