

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 121	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-14-T-0035	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANNABELLE MILLER		b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-4227		6. SOLICITATION ISSUE DATE 15-Sep-2014	
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 OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 561110 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO USMILGP COLOMBIA - SUPPORT OPERATIONS WILLIAM P. WING US EMBASSY COLOMBIA CRA 45 NO 24B-27 BOGOTA TEL: 011-57-1-275-2708 FAX:		CODE W9094C		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY 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
		SEE SCHEDULE					
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			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

**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>SEE SCHEDULE</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>)	
	42b. RECEIVED AT (<i>Location</i>)	
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Administrative Asst/Secretarial Services FFP IAW Para 5.2.1 through 5.2.1.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 24,960 hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Voucher Examiner Services FFP IAW Para 5.2.2 through 5.2.2.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 12,480 hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Admin Asst/Procurement Support FFP IAW Para 5.2.3 through 5.2.3.1 of the PWS. Contractor shall provide administrative assistant/procurement and contracting support services for an estimated 4,992 hours per year.	12	Months		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Admin Support for Visas and Passports FFP IAW Para 5.2.4 through 5.2.4.1 of the PWS. Contractor shall provide administrative support for visas and passports for an estimated 2,496 hours per year.	12	Months		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Admin Support for Mail and Distribution FFP IAW Para 5.2.5 through 5.2.5.1 of the PWS. Contractor shall provide administrative support for mail and distribution for an estimated 4,992 hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Admin Support for Travel FFP IAW Para 5.2.6 through 5.2.6.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 4,992 hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Executive Admin Asst/Secretarial Service FFP IAW Para 5.2.7 through 5.2.7.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 9,984 hours per year.	12	Months		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Foreign National Investigation Services FFP IAW Para 5.2.8 through Para 5.2.8.1 of the PWS. Contractor shall provide investigation services to determine suitability for the security certification of foreign national applicants for an estimated 2,496 hours per year.	12	Months		
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Overtime FFP IAW Para 1.6.4.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	1,500	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Travel COST IAW Para 1.6.13 through Para 1.6.13.1 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.		Job		

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	DBA Workers' Compensation Insurance COST		Job		

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

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

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Contractor Manpower Reporting FFP IAW Para 5.4 of the PWS. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		3	Months		
OPTION	Administrative Asst/Secretarial Services FFP IAW Para 5.2.1 through 5.2.1.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 6,240 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		3	Months		
OPTION	Voucher Examiner Services FFP IAW Para 5.2.2 through 5.2.2.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 3,120 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Admin Asst/Procurement Support FFP IAW Para 5.2.3 through 5.2.3.1 of the PWS. Contractor shall provide administrative assistant/procurement and contracting support services for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Admin Support for Visas and Passports FFP IAW Para 5.2.4 through 5.2.4.1 of the PWS. Contractor shall provide administrative support for visas and passports for an estimated 624 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		3	Months		
OPTION	Admin Support for Mail and Distribution FFP IAW Para 5.2.5 through 5.2.5.1 of the PWS. Contractor shall provide administrative support for mail and distribution for an estimated 1,248 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		3	Months		
OPTION	Admin Support for Travel FFP IAW Para 5.2.6 through 5.2.6.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 1,248 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		3	Months		
OPTION	Executive Admin Asst/Secretarial Service FFP IAW Para 5.2.7 through 5.2.7.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 2,496 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		3	Months		
OPTION	Foreign National Investigation Services FFP IAW Para 5.2.8 through Para 5.2.8.1 of the PWS. Contractor shall provide investigation services to determine suitability for the security certification of foreign national applicants for an estimated 624 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009 OPTION	Overtime FFP	375	Hours		
<p>IAW Para 1.6.4.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.</p> <p>FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010 OPTION	Travel COST		Job		
<p>IAW Para 1.6.13 through Para 1.6.13.1 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.</p>					

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011 OPTION	DBA Workers' Compensation Insurance COST		Job		

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

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

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012 OPTION	Contractor Manpower Reporting FFP IAW Para 5.4 of the PWS. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Administrative Asst/Secretarial Services FFP IAW Para 5.2.1 through 5.2.1.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 6,240 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Voucher Examiner Services FFP IAW Para 5.2.2 through 5.2.2.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 3,120 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Admin Asst/Procurement Support FFP IAW Para 5.2.3 through 5.2.3.1 of the PWS. Contractor shall provide administrative assistant/procurement and contracting support services for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Admin Support for Visas and Passports FFP IAW Para 5.2.4 through 5.2.4.1 of the PWS. Contractor shall provide administrative support for visas and passports for an estimated 624 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Admin Support for Mail and Distribution FFP IAW Para 5.2.5 through 5.2.5.1 of the PWS. Contractor shall provide administrative support for mail and distribution for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Admin Support for Travel FFP IAW Para 5.2.6 through 5.2.6.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Executive Admin Asst/Secretarial Service FFP IAW Para 5.2.7 through 5.2.7.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 2,496 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008 OPTION	Foreign National Investigation Services FFP IAW Para 5.2.8 through Para 5.2.8.1 of the PWS. Contractor shall provide investigation services to determine suitability for the security certification of foreign national applicants for an estimated 624 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009 OPTION	Overtime FFP	375	Hours		
IAW Para 1.6.4.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.					
FOB: Destination					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010 OPTION	Travel COST		Job		
IAW Para 1.6.13 through Para 1.6.13.1 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.					

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011 OPTION	DBA Workers' Compensation Insurance COST		Job		

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

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

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012 OPTION	Contractor Manpower Reporting FFP IAW Para 5.4 of the PWS. FOB: Destination	1	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		3	Months		
OPTION	Administrative Asst/Secretarial Services FFP IAW Para 5.2.1 through 5.2.1.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 6,240 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		3	Months		
OPTION	Voucher Examiner Services FFP IAW Para 5.2.2 through 5.2.2.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 3,120 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Admin Asst/Procurement Support FFP IAW Para 5.2.3 through 5.2.3.1 of the PWS. Contractor shall provide administrative assistant/procurement and contracting support services for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Admin Support for Visas and Passports FFP IAW Para 5.2.4 through 5.2.4.1 of the PWS. Contractor shall provide administrative support for visas and passports for an estimated 624 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		3	Months		
OPTION	Admin Support for Mail and Distribution FFP IAW Para 5.2.5 through 5.2.5.1 of the PWS. Contractor shall provide administrative support for mail and distribution for an estimated 1,248 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		3	Months		
OPTION	Admin Support for Travel FFP IAW Para 5.2.6 through 5.2.6.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 1,248 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		3	Months		
OPTION	Executive Admin Asst/Secretarial Service FFP IAW Para 5.2.7 through 5.2.7.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 2,496 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008		3	Months		
OPTION	Foreign National Investigation Services FFP IAW Para 5.2.8 through Para 5.2.8.1 of the PWS. Contractor shall provide investigation services to determine suitability for the security certification of foreign national applicants for an estimated 624 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009 OPTION	Overtime FFP IAW Para 1.6.4.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	375	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010 OPTION	Travel COST IAW Para 1.6.13 through Para 1.6.13.1 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.		Job		

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011			Job		

OPTION DBA Workers' Compensation Insurance
COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

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

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012		1	Each		

OPTION Contractor Manpower Reporting
FFP
IAW Para 5.4 of the PWS.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Administrative Asst/Secretarial Services FFP IAW Para 5.2.1 through 5.2.1.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 6,240 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Voucher Examiner Services FFP IAW Para 5.2.2 through 5.2.2.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 3,120 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Admin Asst/Procurement Support FFP IAW Para 5.2.3 through 5.2.3.1 of the PWS. Contractor shall provide administrative assistant/procurement and contracting support services for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Admin Support for Visas and Passports FFP IAW Para 5.2.4 through 5.2.4.1 of the PWS. Contractor shall provide administrative support for visas and passports for an estimated 624 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Admin Support for Mail and Distribution FFP IAW Para 5.2.5 through 5.2.5.1 of the PWS. Contractor shall provide administrative support for mail and distribution for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	Admin Support for Travel FFP IAW Para 5.2.6 through 5.2.6.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 1,248 hours for three (3) months. FOB: Destination	3	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		3	Months		
OPTION	Executive Admin Asst/Secretarial Service FFP IAW Para 5.2.7 through 5.2.7.1 of the PWS. Contractor shall provide administrative support for travel for an estimated 2,496 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		3	Months		
OPTION	Foreign National Investigation Services FFP IAW Para 5.2.8 through Para 5.2.8.1 of the PWS. Contractor shall provide investigation services to determine suitability for the security certification of foreign national applicants for an estimated 624 hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009 OPTION	Overtime FFP	375	Hours		
<p>IAW Para 1.6.4.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.</p> <p>FOB: Destination</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010 OPTION	Travel COST		Job		
<p>IAW Para 1.6.13 through Para 1.6.13.1 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.</p>					

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011			Job		
OPTION	DBA Workers' Compensation Insurance				

COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

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

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012		1	Each		
OPTION	Contractor Manpower Reporting				

FFP
IAW Para 5.4 of the PWS.
FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government

4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2015 TO 28-FEB-2016	N/A	USMILGP COLOMBIA - SUPPORT OPERATIONS WILLIAM P. WING US EMBASSY COLOMBIA CRA 45 NO 24B-27 BOGOTA 011-57-1-275-2708 FOB: Destination	W9094C
0002	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0004	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0005	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0006	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0007	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0008	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

0009	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0010	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0011	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0012	POP 01-MAR-2015 TO 28-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1001	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1002	POP 01-MAR-2016 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1003	POP 01-MAR-2016 TO 31-MAR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1004	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1005	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1006	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1007	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1008	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1009	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1010	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1011	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1012	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2001	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2002	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

2003	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2004	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2005	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2006	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2007	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2008	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2009	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2010	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2011	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2012	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3001	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3002	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3003	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3004	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3005	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3006	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3007	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3008	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

3009	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3010	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3011	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3012	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4001	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4002	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4003	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4004	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4005	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4006	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4007	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4008	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4009	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4010	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4011	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4012	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.237-3	Continuity Of Services	JAN 1991
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
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	MAR 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
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
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

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 , 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.

(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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) 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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 [___] is, [___] 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 [___] is, [___] 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 [___] is, [___] 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 SAM 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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --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--Supplies."

(2) Foreign End Products:

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

(List as necessary)

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

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--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--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--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-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 -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-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-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

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

[List as necessary]

(4) Buy American--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 --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 statute. 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 Labor Standards. (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 Labor Standards 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 the SAM 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.

(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 (JULY 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (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 (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

(10) 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).

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (12) 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).

___ (13) [Reserved]

___ (14)(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).

- ___ (15)(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.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (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.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21)(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.
- ___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ___ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ___ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ___ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___ (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

- ___ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ___ (34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- ___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)
- ___ (37)(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.)
- ___ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-13.
- ___ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ___ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (46) 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).

____ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (56)(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 Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

_____ (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) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (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 (MAY 2014) (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 (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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 ten (10) days before contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least ten (10) days before contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 24 months.

(End of clause)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

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.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance 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.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) 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 use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(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. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

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

(2) Treaties and international agreements;

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

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(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. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, 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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 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; and

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

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel 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 termination for default or cause.

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

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

(ii) TheThe 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.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(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 or the Chief of Mission; 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 or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) 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.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(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 place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph 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 that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

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

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

(End of provision)

ADDENDUM**52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM**

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

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

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

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

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

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

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAY 2014)

(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.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

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.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian assistance operations;

(iii) Peace operations, consistent with Joint Publication 3-07.3; or

(iv) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(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) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) 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).

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

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. 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.

(3) 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. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) 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.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting 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 CAAF 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). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(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).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will 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 CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(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.

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

(v) All deploying 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 CAAF. 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, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF 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 designated reception site (DRS) upon arrival at the deployed location. The DRS 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 use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.altess.army.mil/privacy.aspx> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(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 identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the

Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(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 for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. 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 Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(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;

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

- (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
 - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (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. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (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 supporting U.S. Armed Forces deployed outside the United States in--
- (1) Contingency operations;
 - (2) Humanitarian assistance operations;

(3) Peace operations consistent with Joint Publication 3-07.3; or

(4) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(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: VAT RATE (PERCENTAGE): 16%

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

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

2 in 1

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

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

W9094C - BOGOTA, COLOMBIA

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0672
Issue By DoDAAC	W913FT
Admin DoDAAC	W913FT
Inspect By DoDAAC	W9094C
Ship To Code	W9094C
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W9094C
Service Acceptor (DoDAAC)	W9094C
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

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

Angel Pagan angel.pagan@tcsc.southcom.mil

Roy DeHoyos roy.dehoyos@tcsc.southcom.mil

Daniel Hernandez daniel.r.hernandez36.mil@mail.mil

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

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

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

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

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

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Administrative Support Services U.S. Military Group- Colombia (USMILGP-CO) Bogota, Colombia

General Information

1. **GENERAL:** This is a non-personal services contract to provide administrative support services required by the United States Military Group – Colombia (USMILGP-CO). 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, supplies, , transportation, tools, materials, supervision, and other items and non-personal services to provide administrative support services to the USMILGP-CO as defined in this PWS 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 Department of Defense (DoD) Counter Narco-terrorism Program Office (CNTPO) currently being managed by the Counter Narcotics and Global Threats (CNGT) Division was established to create worldwide Counter Narcotics Technology (CNT) networks, infrastructures, and capabilities that are focused on the detection, identification, and disruption of narcotics activities and organizations. This task effort will support the War Fighter in combating narcotics activities globally.

1.2.1 USMILGP –CO in cooperation with the U.S. Embassy Country Team, U.S. Government general 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; and eliminate the threat to Colombia's sovereignty and democracy. Since 2003, USMILGP-CO's mission, responsibilities, and Operations Tempo (OPTEMPO) have increased significantly in support of Security Operations in Colombia, Southern Command (SOUTHCOM) Operational Plans and other approved Department of Defense (DoD) and Department of State (DoS) plans. To accomplish the mission, the USMILGP requires administrative support services.

1.3 **Objective:** The objective is to provide clerical office and administrative support services required by the USMILGP-CO at its various office locations to sustain the USMILGP-CO mission.

1.4 **Scope:** **This PWS identifies clerical office and administrative support services required by the USMILGP-CO.** The support services include general clerical support (e.g. typing, data entry, receptionist duties, filing, and calendar administration); preparation of government travel documents to include travel orders, travel vouchers, visas, passports and country clearances; invoice reviews; acquisition document support services; and office supply inventories. The 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).

1.5 **Period of Performance:** The period of performance shall be as follows:

Base Period:	1 Mar 2015 – 28 Feb 2016
Option 1:	1 Mar 2016 – 31 May 2016
Option 2:	1 Jun 2016 – 31 Aug 2016
Option 3:	1 Sep 2016 – 30 Nov 2016
Option 4:	1 Dec 2016 – 28 Feb 2017

1.6 **General Information**

1.6.1 **Quality Control:** The contractor shall develop and maintain an effective quality control program (QCP) 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 develop, implement and maintain a Quality Control Plan (QCP) and program to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. For purposes of this contract, QCP standards are commonly-accepted U.S. industry standards and practices, U.S. and local laws, and Military regulations unless otherwise specified. In the event of a conflict, the contractor shall follow the more restrictive guidance unless directed differently by the KO/COR. The plan shall clearly define procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques for contracted services. Surveillance methods shall be comprehensive and adaptable to the reporting systems of the Quality Control Plan. The QCP shall be submitted within 30 work days of contract award. After acceptance, the contractor shall receive the contracting officer's acceptance in writing of any proposed changes. The contractor shall submit QCP changes to the KO and COR within five (5) work days of 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:** The Contractor shall follow the same holiday schedule as the US Embassy, Bogota. The KO shall issue a letter advising the contractor of the holiday schedule for a particular year. The initial list will be provided upon contract award. The contractor shall perform services on holidays as required. See Exhibit 3 for the list of holidays observed for 2015.

1.6.4 **Hours of Operation:** The contractor is responsible for conducting business, between the hours of 0700 - 1700 Monday thru Friday except holidays observed by the U.S. Embassy (see Exhibit 3 for list of holidays) or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor shall adhere to the 48-hour workweek IAW the Colombian labor law. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the

uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.4.1 Overtime: The Contractor may be required to work overtime during other than regular duty hours on a 24-hour basis when emergencies occur and to perform high priority missions as approved by the KO/COR. Contractor shall obtain prior approval from the COR or KO if there is a requirement for overtime. Overtime without prior approval from the COR or KO will not be reimbursed. Contractor employees shall be compensated for overtime and holidays worked in accordance with the Colombian labor laws.

1.6.5 Place of Performance: Work under this contract will be performed at USMILGP offices in Bogota and Melgar.

1.6.6 Type of Contract: The government will award a Firm Fixed Price (FFP) contract with cost CLINs for travel and DBA.

1.6.7 Security Requirements

1.6.7.1 RSO Background Checks: The Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) name check and background investigation and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, chamber of commerce documents, etc). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases, if required in their jobs. The KO retains the right to exclude any employee/subcontractor from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict of interest.

1.6.7.2 Contractor personnel shall be cleared by the RSO prior to commencement of work. The Contractor shall provide all required personal data for all contractor personnel to the COR and the US Embassy RSO. Contractor personnel without a current RSO clearance must process US Embassy namecheck and security clearances prior to commencement of work by the individual. New personnel RSO packets will be provided to the COR to process contractor personnel clearances as soon as possible once a potential new hire is contemplated. The RSO clearance process takes a minimum of 60 work days, but can take up to 180 work days to complete, depending upon the individual situation of each proposed new employee. Contractor shall keep this timeline in mind when managing its workforce.

1.6.7.3 In addition to the requirement under Para 1.6.7.2, for work to be executed on a Colombian Military Installation or Colombian Governmental Property the data required to obtain clearances will be provided to the COR a minimum of 30 work days in advance.

1.6.7.4 The contractor and, as applicable, subcontractor shall not employ individuals for work on this contract if such individual is identified as a potential threat to the health, safety, security, general well being or operational mission of the Government of Colombia the military installation and the country's population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor and subcontractor personnel who do not consent to a background check will be denied access to Colombian Military or Government installations and will not be utilized by the USMILGP-Bogota. Information required to conduct a background check includes: full name, driver's license number, and/or social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or

vehicle passes. Completion of a successful check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property.

1.6.7.5 Contractors shall ensure their employees and those of their subcontracts 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.

1.6.7.6 The Government of the US or Colombia at any time may revoke the personnel clearance.

1.6.7.7 The Contractor shall not be relieved from the responsibility of performing the requirements of this contract due to any employee-induced strike, medical or other labor reason. The Contractor shall not allow any employee who is under the influence of alcohol, drugs, or other incapacitating or mental/physical-impairing agent to perform work. The Contractor shall comply with all local labor and safety laws, and contractor internal company policies.

1.6.7.8 The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this policy. Further, nothing in this instruction shall excuse the Contractor from proceeding with the performance of the contract as required.

1.6.7.9 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8 Special Qualifications:

1.6.8.1 Unless otherwise specified, all contractor personnel shall be fluent in Spanish language equivalent to a Level IV and English equivalent to a Level II, per DoS Language Level Standard. The COR or KO shall be provided proof of proficiency upon request. Removal of Contractor personnel under this contract may be requested by the KO if the contractor is not compliant with this requirement.

1.6.8.2 Contractor personnel shall be experienced at the intermediate level in the use the Microsoft Office software suite (Word, Excel, Access and Power Point).

1.6.8.3 Qualifications and education may be waived by the Contracting Officer (KO) based on a combination of the individual's level of continuing education, unique qualifications, or length of work experience. Proper justification, to include resumes/certifications, must be provided to the KO before a waiver is reviewed

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 will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9.1 Performance Status Review (PSR): The Contractor shall participate in PSR meetings every 30th day of the month, unless otherwise determined by the KO. These meetings will be convened by the KO or his or her designated representative, and the Contractor's Program Manager. The agenda for each PSR will be jointly developed by the Government and the Contractor, and will cover the following topics, at a minimum: (1) status of work schedules and problems, (2) financial status, including cost, projected manpower and funding requirements, (3) Contractor's Quality Control Inspections, (4) special interest items, (5) program management issues, and, (6) other information requested by the Contracting Officer. The Contractor shall be responsible for preparing all audio/visual materials, graphics, and formal handouts. The Contractor shall prepare the minutes, obtain KO and

COR signatures and distribute copies of the minutes within five work days of the PSR. The first PSR shall be held not later than the fifteenth workday after the contract start date. The primary purpose of the first PSR is to obtain status of all phase-in activities and phase-in cost performance, and to familiarize both Contractor and Government personnel with the PSR content and format. This will enable PSR structural deficiencies to be identified and corrective actions to be made prior to contract performance.

1.6.9.2 The COR shall schedule meetings with the Contractor as needed. The Contractor shall prepare and distribute a signed report of each meeting to the COR within five working days after the meeting.

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, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The contractor shall provide a Program Manager (PM) and an alternate PM as key management personnel.

1.6.11.1 Program Manager (PM): The contractor shall provide a PM and an alternate PM who shall be responsible for the performance of the work. When the PM is absent for any reason, the alternate shall be designated to act on behalf of the PM and shall have the same authority as the PM. The name of the PM and an alternate who shall act for the contractor when the PM is absent shall be designated in writing to the contracting officer within five (5) work days of contract award. The PM shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The PM shall act as a central point of contact with the KO / COR. The PM will not be required to be on duty on site at all times, but shall be available on call 24 hours a day, seven days a week, 365 days a year. The PM shall meet with the COR once a month. The PM shall be required to attend briefings, meetings, conferences and shall be authorized and empowered to act on behalf of the Contractor.

1.6.11.1.1 Program Manager Qualifications: The PM shall possess the following qualifications.

- a. US citizen and have or can achieve a secret clearance within six (6) months of employment.
- b. Minimum U.S. four-year college degree in business or equivalent degree
- c. Shall have a minimum of three years experience managing administrative support services.
- d. Shall be bilingual – English/Spanish writing, speaking, reading. English Level IV and Spanish no less than Level II.
- e. Shall have competent ability to use Microsoft Office Applications.

1.6.11.2 Resume of Key Personnel: The contractor shall provide a detailed resume of all key personnel listed under Par 1.6.11 to the COR and KO within five (5) work days of contract award. The Government reserves the right of first refusal if the individual does not meet the qualifications specified in the PWS.

1.6.11.3 Removal and Replacement of Key Personnel: The positions indicated as “key” shall not be vacant for more than seven calendar days. When any of these individuals depart the work site for more than one week, a pre-

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

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

1.6.11.5 The contractor shall furnish each name, telephone number and address of key personnel to be contacted during other-than-normal duty hours for emergency response. This list shall be provided to the COR and KO five (5) work days after the start of the phase-in period

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 personnel. 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. Contractor personnel will be required to obtain RSO clearance to be able to gain access to the worksite and will need to obtain a badge from the Department of State (DOS). The badge will need to be worn at all times in the performance of their duties.

1.6.12.1 Contractor shall require contractor/subcontractor employees to display distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

1.6.12.2 The Contractor shall ensure that all employees/subcontractors have the required access badges for all work places such as the Embassy, Centro Administrativo Nacional (CAN), Comando Aereo de Transporte Militar (CATAM), and other areas as identified by the KO or COR. Contractor shall provide the KO and COR with the results of all RSO checks.

1.6.13 Contractor Travel: Travel outside of Bogota and throughout and out of Colombia may be required during the performance of this contract. Travel may be required after normal duty hours, including week-ends. Travel under this contract shall be accomplished IAW the U.S. Joint Travel Regulation (JTR). The Contractor shall plan for and request temporary duty (TDY) trips. All travel requests shall be approved by the COR prior to travel. Any travel cost incurred without prior COR approval shall not be reimbursed. For travel within Colombia, the contractor shall be reimbursed for actual travel cost incurred Not-to-Exceed 65% of the official published JTR per diem rates for lodging, meals and incidental expenses. The Contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls, and other official expenses related to the TDY support. This documentation shall be submitted with the invoice when TDY cost is charged to the contract. Reimbursement of actual costs incurred shall not include G&A, Overhead or Profit. Contractor shall notify the COR and KO when 75% of the NTE amount is expended.

1.6.13.1 There may be instances when actual travel cost within Colombia exceeds 65% of the official published JTR per diem rates. In these cases, the contractor shall request COR approval prior to travel. Any excess cost incurred without prior COR approval shall not be reimbursed. In no case will the reimbursement be over the maximum per diem rate per the JTR.

1.6.14 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.14.1 The Contractor shall maintain all files and records applicable to the performance of the contract in accordance with AR 25-400-2 The Army Records Information System (ARIMS), the CJCSM 5760.01A Vol II Joint Staff and Combatant Command Records Management Manual and 6FAH-5 Department of State ICASS Handbook. 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.

1.6.14.2 All information and reports disclosed to the contractor related to activities in performance of this PWS will be considered sensitive and may be revealed only to the KO, COR, or appointed representative as described in this PWS. Any and all reports, equipment purchased using U.S. Government funds, drawings, plans, specifications, and related documents prepared or developed by Contractor in connection with services provided under this scope of work shall become property of the U.S. government. All official communication related to this scope of work shall be through the KO.

1.6.15 Disclosure of Information: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this PWS would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained under performance of this PWS, except to authorize Government personnel upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as, specified in this PWS

1.6.16 Files: The Contractor shall maintain complete and accurate files of documentation, records, and reports required under the terms of this contract, IAW AR 25-400-2, The Army Records Information Management System. 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. Files shall be made available to the KO or COR upon request.

1.6.17 Documentation: Contractor data and reports submissions shall be computer generated and shall be signed and dated by the PM or alternate PM. All documents shall be prepared in Microsoft Word or Excel. All documents will be in English with Spanish Translation, as required.

1.6.18 Rules and Regulations: The Contractor will 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 will 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 will 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. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian Security police direction in instances where security police have been dispatched to a particular location.

1.6.18.1 The rules and regulations of the installation where services are performed shall apply to the contractor and his employees/subcontractors while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian security police direction in instances where security police have been dispatched to a particular location.

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

1.6.19.1 Work under this contract may create a future organizational conflict of interest (OCI) in the way of unequal access to information that could prohibit the Contractor from competing for, or being awarded future Government contracts. It is not the intention of the RCO-Bogota to foreclose a vendor from a competitive acquisition due to a perceived OCI. RCO-Bogota Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the RCO-Bogota's policy for competition. The RCO-Bogota is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the RCO-Bogota, the Army, or the legitimate business interests of the vendor community.

1.6.19.2 Mitigation Plans: The Contractor shall submit its OCI mitigation plan with the offer. The Contractor shall review its OCI mitigation procedures to avoid any potential OCI created by performance under this contract. The Contractor shall submit the final OCI mitigation plan to the Contracting Officer no later than thirty (30) work days after award. The RCO-Bogota reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the RCO-Bogota or the Army. Additionally, after award, the RCO-Bogota will review OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

1.6.19.3 Potential Organizational Conflict of Interest: The following provides examples of situations where mitigation plans may or may not be required by the RCO-Bogota. These examples are not intended to be all inclusive.

a. Unequal access to information. Access to "nonpublic information" as part of the performance of an Army contract could provide the Contractor a competitive advantage in a later competition for another Army contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the Army procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

b. **Biased Ground Rules.** A Contractor in the course of performance of an Army contract has in some fashion established important "ground rules" for another Army contract, where the same Contractor may be a competitor. For example, a Contractor may have drafted the statement of work, specifications, or evaluation criteria of a future Army procurement. The primary concern of the Army in this case is that a Contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the Army procurement anticipate the Contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the Contractor should be required to submit and negotiate an acceptable mitigation plan.

c. **Impaired objectivity.** A Contractor in the course of performance of an Army contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the Contractor's ability to render impartial advice to the Army could appear to be undermined by the Contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the Contractor has been tainted. If the requirements of the Army procurement indicate that the Contractor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected Contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

1.6.19.4 The Contractor shall provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or Contractor has a possible OCI.

1.6.19.5 If the Contractor does not disclose any relevant facts concerning an OCI, the Contractor, by signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

1.6.19.6 Remedies for nondisclosure. The following are possible remedies should a Contractor refuse to disclose or misrepresent any information regarding a potential OCI:

- a. Refusal to provide adequate information may result in disqualification for award.
- b. Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.
- c. Disqualification from subsequent RCO-Bogota contracts
- d. Other remedial action as may be permitted or provided by law or in the resulting contract.

1.6.20 **Phase-in Period.** There will be a 60-90 day phase-in period which will allow the contractor sufficient time to obtain RSO clearances as required under Part 1.6.7.1 for prospective contractor personnel. No cost will be charged against the contract during this period.

PART 2
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS**

2.1 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 **ACRONYMS**

ACOR	Alternate Contracting Officer's Representative
APACS	Aircraft and Personnel Automated Clearance System
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CAN	Centro Administrativo Nacional
CATAM	Comando Aereo de Transporte Militar
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
COLMIL	Colombian Military
CMR	Contractor Manpower Reporting
CPR	Cost Performance Report
CONUS	Continental United States (excludes Alaska and Hawaii)
CNT	Counter Narcotics Technology
CNTPO	Counter Narco-terrorism Program Office
CODEL	Congressional Delegation
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
DOS	Department of State
FAR	Federal Acquisition Regulation
FEML	Funded Environmental Morale Leave
FMO	Financial Management Office
GOC	Government of Colombia
GTR	Ground Transportation Requests
HIPAA	Health Insurance Portability and Accountability Act of 1996
ITO	Invitational Travel Orders
JLSF	Joint Logistics Support Facility
JTR	Joint Travel Regulations
KO	Contracting Officer
MOD	Ministry of Defense
OCI	Organizational Conflict of Interest
OIC	Officer in Charge
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OSHA	Occupation Safety and Health Administration
OPTEMPO	Operations Tempo
PIPO	Phase In/Phase Out
PM	Program Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PSR	Performance Status Review
PWS	Performance Work Statement
RMO	Resource Management Office
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RSO	Regional Security Office
SOUTHCOM	Southern Command
SOP	Standard Operating Procedure
TDY	Temporary Duty
USG	United States Government

TE

Technical Exhibit

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

3.1 Facilities: The Government will provide the necessary workspace for the contractor personnel to provide the support outlined in the PWS to include desk space, office supplies and other items necessary to maintain an office environment.

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

3.3 Equipment: The Government will provide computers, telephones, fax machines and printers for contractor personnel use in the performance of tasks outlined in this PWS.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

4.1 Program Management: The Contractor shall be 100% responsible for all management, human resources, supervision, training, required to accomplish all the requirements in this PWS and fully implement and comply with all the terms and conditions of this contract.

4.2 The contractor shall be responsible for 100% of all supplies or services required to perform this contract.

4.3 Insurance: All insurances required by the Government of Colombia to operate within the country shall be obtained and maintained as required by the Government of Colombia. Insurance requirements include but are not limited to Worker's Compensation and Employers Liability Insurance as required by law except that if the contract is to be performed in a country which does not require or permit private insurance, then compliance with the statutory or administrative requirements for the Country of Colombia. The required Worker's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit as required by the Government of Colombia.

4.4 Payment of Wages/Salaries: The contractor shall be responsible for payment of all employee salaries, vacations, social security, medical insurance, family subsistence and all other entitlements required by Colombian labor laws. At a minimum, the Contractor shall adhere to applicable wages established by the GOC.

PART 5
SPECIFIC TASKS

5. **SPECIFIC TASKS:** The Contractor shall provide a workforce who possesses the skills, clearances and experience to successfully perform the services required in this PWS. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government. Contractor personnel performing services under this contract may be Colombian Local Nationals, unless otherwise specified in this PWS. All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment and at the contractor's expense (see Para 1.6.7.1 for more information). The contractor shall not employ any person whose employment results in a conflict of interest under DoD 5500.7-R, Joint Ethics Regulation.

5.1 The contractor shall:

- a. Provide all resources necessary to provide administrative services for the USMILGP-CO mission and deployed teams in Bogota, Colombia and outlying areas as identified by the USMILGP commander.
- b. Gather and compile information as requested.
- c. Prepare letters, reports, records and other related reports or documents from rough drafts, corrected copies, or recorded media; proofread completed materials and make corrections.
- d. Shall be experienced at the intermediate level in the use the Microsoft Office software suite (Word, Excel, Access and Power Point) to perform the PWS requirements.
- e. Be knowledgeable and proficient in general office duties, i.e., the operation and user maintenance of general office equipment such as facsimile machines, desktop computers, scanners, multi-line telephones and data entry equipment.
- f. Ensure all personnel arrive at their job sites on the schedule work hours with appropriate business attire for an office environment.

5.2 **Personnel Requirements:** The contractor shall provide the following positions with the corresponding minimum qualifications as identified herein to perform the requirements in this PWS.

5.2.1 Administrative Assistant/Secretarial Services. The contractor shall:

- a. Administratively gather, compile, and manage information and files as requested to support the requirements of the assigned office. Files shall be maintained and managed IAW AR 25-400 The Army Records Information System (ARIMS).
- b. Answer telephones, take messages, and politely greet visitors. Messages shall be given to respective receivers within 30 minutes of receipt or once the receiver returns to the office.
- c. Screen and distribute incoming correspondence; compose routine letters and replies IAW AR 25-50 Preparing and Managing Correspondence and the Administrative Assistant/Secretarial SOP. Perform other general administrative activities, as assigned.
- d. Prepare reports and documents; process a variety of TDY, Invitational Travel Orders (ITO's) and General Travel Requests (GTRs) for U.S. and COLMIL personnel. All travel orders, ITOs and GTRs shall be processed within three (3) business days of request. For emergency requests, action shall be completed within one (1) business day of request.

- e. Arrange airline travel, hotel reservations and all of the required travel arrangements to ensure minimal delays in travel of U.S. and COLMIL personnel. Travel arrangements shall be made within three (3) business days of request.
- f. Prepare all supporting documents for U.S. passports and visas within three (3) business day of request; prepare diplomatic notes to the Ministry of Foreign Relations for official U.S. personnel accreditations. Notes shall be typed in English or Spanish and error-free.
- g. Support the Aircraft and Personnel Automated Clearance System (APACS) Officer in Charge (OIC) by editing, screening and communicating corrections of APACS requests and Country Clearances to the requestors. Requestors shall be notified via email within two (2) business days of any issues pertinent to APACS requests and country clearances.
- h. Maintain departmental, personnel, and administrative records IAW AR25-400; process and update daily status reports for all personnel assigned to missions.
- i. Schedule meetings, conferences, seminars, and arrange appointments for the Mission Chief and staff within four (4) hours of notification.
- j. Prepare and submit human rights vetting requests within two (2) business days of initial request to the embassy for COLMIL and civilian personnel.
- k. Prepare letters, reports, records and other related documents from rough drafts, corrected copies or recorded media IAW AR 25-50. Contractor shall translate in writing basic documents from Spanish to English and ensure all documents and correspondence are formatted IAW AR 25-50 and error free.
- l. Inventory, order and maintain the office and cleaning supplies. Contractor shall notify the Joint Logistics Support Facility (JLSF) via email when supplies need to be replenished within one (1) business day of occurrence.

5.2.1.1 Minimum Qualifications

- a. High school diploma (Colombian Equivalent)
- b. 2 years work experience in administrative or related field
- c. Spanish language proficiency: Level IV; English language proficiency: Level II

5.2.2 Voucher Examiner Services. The contractor shall:

- a. Review complex contracts and a large variety of difficult and challenging billings/invoices received from different vendors involving the purchase of goods and services by contract, rental of real property by leases, travel documents, communications and other transactions such as petty cash disbursements for the processing of payment vouchers. Maintain contact with and vigorously follow up with receiving officers, vendors, contractors, program officials, procurement personnel and others to clarify and resolve billing issues. Analyze all invoices, vouchers, and supporting documents for accuracy and compliance with regulations and entitlements. Apply U.S. Government regulations and procedures, contract terms and conditions when processing payments. Complete the review process including resolution of issues, if any, within five (5) work days of receipt of documents.
- b. In accordance with instructions from the Embassy Financial Management Office (FMO), Voucher Examiners are required to maintain an Excel database with a continuous numbering system of vouchers issued. The database shall be updated within one (1) day of issuing a payment voucher. The Voucher Examiner is also required to prepare and maintain a balance sheet which must be attached to each voucher, citing the number of the contract

with any amendments, a history of the payments made with the invoice and voucher numbers, the dates and amount of payments made by CLIN and the available balance.

c. Discuss problems or billing discrepancies detected during the payment process within five (5) work days of noting the discrepancies/problems with the appropriate official and ensure that issues are resolved prior to processing the payment. Consult with the USMILGP Resource Management Office (RMO) Budget Analyst on the existence of valid obligations, and availability of funds before processing payment.

d. Obtain official certification documents signed by receiving officers which serve as legal documents required for disbursement actions within five (5) day of completing the review process. Ensure that all fiscal certifications and approvals by the Resource Management Officer or Budget Officer and supporting documents are included and are in compliance with regulations and entitlements. Ensure that vouchers are delivered to the Embassy FMO within two (2) work days after certification.

e. Scan and store copies of vouchers and supporting documents in an in-house computer data base. File hard copies of vouchers and supporting documents in the corresponding Program files in accordance with regulations and as required for IG inspections. These actions shall be completed within three (3) work days after submission of documents to FMO.

5.2.2.1 Minimum Qualifications

a. Associate Degree in Accounting or Business Administration or the Colombian education equivalent in business related studies

b. 3 years work experience in financial or related field

c. Shall have general knowledge of the Financial Management System

d. Spanish language proficiency: Level IV; English language proficiency: Level II

5.2.3 Administrative Assistant/Procurement/Contracting Support Services. The contractor shall:

a. Receive Purchase Requests and Commitments (PR&C) and maintain and update an internal Excel tracking spreadsheet showing contract award status within one (1) business day of receipt. Gather and compile information related to procurement actions and prepare related reports or documents. Prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media; proofread completed materials and make corrections IAW AR 25-50. Perform other administrative functions, i.e., request office supplies, make conference room reservations, as required.

b. Review contract requirements, prepare solicitations for contracting officer review and approval IAW the established Procurement Administrative Lead Time (PALT). Distribute solicitations within one (1) hour after contracting officer approval. Review contractor quotes to ensure compliance with solicitation requirements and prepare contract award documentation, including draft contract award within two (2) work days of receipt of offers for contracting officer review and approval.

c. Distribute contracts within one (1) day after contracting officer release of award. Upload all contract documentation in the Paperless Contracting Files (PCF) website within three (3) work days of contract award. Maintain active contract and inactive (closed) contract files; adhere to proper disposition instructions IAW with the Federal Acquisition Regulations (FAR) and KO approval for all files.

5.2.3.1 Minimum Qualifications

a. Associate Degree in Accounting of Business Administration or the Colombian education equivalent in business related studies

- b. 3 years work experience in financial or related field
- c. Spanish language proficiency: Level IV; English language proficiency: Level II

5.2.4 Administrative Support for Visas and Passports. The contractor shall:

a. Process visa and passport requests for all MILGP personnel and military and civilian personnel from deployed and rotating units, contractors, TDY personnel, and permanent personnel in Colombia supporting a U.S. military mission within five (5) work days of receipt of request.

b. Gather and compile information and prepare related reports or provide documents as requested to support the requirements of the assigned office. These actions shall be completed within five (5) days of receipt of request. Maintain and organize files IAW AR 25-400 ARIMS, record control, and other administrative activities. Ensure all documents and correspondence are properly formatted IAW the Manual de Protocolo del Ministerio de Relaciones Exteriores de Colombia. Ensure correspondence and documents are error free.

c. Process badges for all MILGP personnel (U.S. and Foreign National) who work at the Colombian government's central administrative complex, the CAN or require frequent entry within three (3) work days of receipt of request.

d. Perform a bi-annual census for submission to the American Embassy of all personnel in Colombia in support of the MILGP.

5.2.4.1 Minimum Qualifications

- a. Associate Degree in Public Administration, Human Resources Administration or Business Administration or the Colombian education equivalent in these fields
- b. 3 years work experience in financial or related field
- c. Spanish language proficiency: Level IV; English language proficiency: Level II

5.2.5 Administrative Support for Mail and Distribution. The contractor shall:

a. Manage and perform all daily mail operations including; mail processing, preparation for delivery and pick-up, receiving, and sorting. Distribute office mail to the appropriate staff members and missions upon receipt from the Embassy mailroom. Distribute and collect department mail. Maintain records and accountability on postage, registration of mail and packages. All these actions shall be completed daily.

b. Manage files, answer telephones, control records, and perform other administrative activities as required.

5.2.5.1 Minimum Qualifications

- a. Associate Degree in Public Administration, Human Resources Administration or Business Administration or the Colombian education equivalent in these fields.
- b. 3 years work experience in financial or related field
- c. Spanish language proficiency: Level IV; English language proficiency: Level II
- d. Shall be able to lift at least 50 pounds

5.2.6 Administrative Support for Travel. The contractor shall:

a. For Host National and other Foreign Latin Personnel: Prepare and process all U.S. Government fiscal documents required for processing of official travel for USMILGP Security Assistance and CN Training Programs (e.g. IMET, CAP, Host Nation Rider). Receive travel orders, assign travel order number and register in the Travel Order Control data base. Compute travel estimates according to the JTR in order to prepare travel advance vouchers and submit to the Embassy FMO for processing of advances. In cases where orders are revoked, prepare a memo cancelling advance checks. Prepare Government Transportation Requests (GTRs) and submit to the travel agency with the supporting documents for issuance of tickets. If orders are revoked, prepares a memorandum requesting travel credits for the airline tickets. Maintain a tracking system of these requests to ensure that refunds are received. All these actions shall be completed within three (3) work days of receipt of request.

b. For U.S. Personnel: Funded Environmental Morale Leave (FEMLE), Emergency Visitation Travel, Dependent Student Travel, Congressional Delegation (CODEL) and other Non-DTS Travel and Barter ticket: Receive travel orders, assign travel order number and registers it in the Travel Order data base. Prepare GTRs and submit to the travel agency for issuance of ticket. For Barter Tickets: Receive travel reservation from member/employee, prepare memorandum and submit it to the travel agency; maintain data base of barter ticket requests and account balance. All these actions shall be completed within three (3) work days of receipt of request.

c. For Local Employee Staff (Foreign Nationals): Receive travel orders, assigns travel order number and registers in the Travel Order Control data base. Prepares GTRs and advances. All these actions shall be completed within three (3) work days of receipt of request.

d. Travel Vouchers (DD 1351-2) for all of the above. Receive DD 1351-2 travel vouchers, prepare computation of the travel entitlements (lodging, per diem and other expenses), complete the travel voucher, obtain certifications and submit to FMO for processing. If the traveler owes a balance, prepare a collection memorandum and send it to the traveler. Maintain a tracking system to ensure that the collection was received to close out the open voucher. Send a follow up memo to the traveler if the collection is not received. All these actions shall be completed within five (5) work days of receipt of request.

e. CITIBANK Voucher (MILGP Travel Charge Card): When the monthly statement is received, compile numerous supporting GTRs with corresponding travel orders and crosswalks in order to match up billing lines on the statement and prepare the voucher which will have numerous lines of accounting. Carefully analyze billings to ensure that charges are in accordance with the information provided on the GTRs. Obtain funding certification from the Budget Analyst before submitting to the Financial Management Office (FMO) for processing of payment. All these actions shall be completed within eight (8) work days of receipt of statement.

f. Maintain files for all of the above in accordance with the ARIMS and the CJCSM 5760.01A Vol II Joint Staff and Combatant Command Records Management Manual. This position generates a lot of hard copies of supporting documentation.

5.2.6.1 Minimum Qualifications

a. Associate Degree in Accounting or Business Administration or the Colombian education equivalent in business related studies

b. 3 years work experience in financial or related field

c. Spanish language proficiency: Level IV; English language proficiency: Level II

5.2.7 Executive Administrative Assistant/Secretarial Services. The contractor shall:

a. Create and maintain office file systems IAW AR 25-400 ARIMS. Coordinate official documents for the Mission Chief and staff. Ensure that all documents are seen by the Mission Chief within one (1) hour of receipt.

Maintain files of Mission orientated materials and correspondence, as well as correspondence from the COLMIL, Ministry of Defense (MoD), GoC, and other U.S. Government Agencies. Under the guidance of the Mission leadership, proof, format and prepare in final form sensitive correspondence with COLMIL, MoD, GoC and USG agencies within three (3) hours of receipt of correspondence.

b. Draft correspondence, reports, records, and other related documents from rough drafts, corrected copy, or recorded media for the Mission within three (3) hours of receipt. Review all outgoing correspondence for typographical accuracy, proper translation to English to Spanish (as required) in compliance with USMILGP and DoD requirements.

c. Serve as primary point of contact for visitors and callers to the Mission. Determine the nature of visit and prioritize visits with current Mission workload and inform the Mission leadership within one (1) hour of receipt of request. Field phone calls and appointment requests for the Mission leadership. As required, provide information in response to caller inquiries utilizing personal knowledge of the organization, functions, programs and requirements of the Mission and the USMILGP.

d. Prepares invitations for social functions and program activities, including conferences, speaker programs, VTCs, and conference calls. Complete within three (3) work days of receipt of task.

e. Be responsible for preparing reports and documents as necessary and process a variety of Aircraft and Personnel Automated Clearance System (APACS) requests and Invitational Travel Orders (ITOs) for Colombian Military personnel. Coordinate travel arrangements to include air ticket, hotel lodging and rental car as necessary; prepare ITOs and forward to RMO for processing. Initiate DD 1351 vouchers and submit to RMO with supporting travel documentation for final preparation of settlement voucher for COLMIL personnel. All these actions shall be completed within three (3) work days of receipt of task.

f. Prepare supporting documents for U.S. passports and visas. Prepare diplomatic notes to the Ministry of Foreign Relations for official U.S. personnel accreditations. Complete within two (2) work days of receipt of task.

g. Maintain Mission office, Mission leadership and Mission conference room calendars. Develop and update Mission contacts in Microsoft Outlook. These actions shall be completed within one (1) hour of receipt of task. Compose non-technical correspondence within two (2) hours of receipt of task. Locate and assemble information for various reports, briefings and conferences. Follow up with Mission staff members to ensure that various commitments made at conferences and meetings are met.

h. Prepare and submit Human Rights vetting requests within one (1) business day of initial request to the Embassy for Colombian military and civilian personnel

i. Inventory, order, and maintain office and cleaning supplies. Notify the Joint Logistics Support Facility (JLSF) via email when supplies need to be replenished within three (3) business days of occurrence. Screen and distribute incoming correspondence; compose routine letters and replies based on general instructions. Receive and distribute all mail/correspondence for entire Mission. These actions shall be completed within two (2) hours of receipt.

5.2.7.1 Minimum Qualifications

a. Associate degree in Public Administration, Human Resources Administration or Business Administration or Colombian education equivalent in these fields.

b. 3 years work experience in administrative or related field

c. Spanish language proficiency: Level IV; English language proficiency: Level II

5.2.8 Foreign Service National Investigation Services. The contractor shall:

- a. Conduct investigations to verify educational qualifications, previous employment claims, references, allegations involving character and suitability of applicants for employment with the USMILGP IAW the Foreign Affairs Manual pertaining to security and the Bureau of Diplomatic Security's Instructions and Procedures, Colombian investigative procedures and Colombian law. Investigations include interviewing employees, previous employers, educational institution officials and others in order to verify the correctness of particulars supplied by prospective applicants. These actions shall be completed within three (3) months of request of investigation from the USMILGP Force Protection Office (FPO).
- b. Prepare evaluation reports on the background, conduct, demeanor and suitability for employment of applicants. The report shall be completed and submitted to the USMILGP FPO within two (2) days of completion of investigation. Reports shall be clearly written, detailed and present the facts that will permit a decision by the USMILGP Force Protection Officer.
- c. Based on results of investigations, make recommendation to the USMILGP FPO regarding suitability for the security certification of applicants.
- d. Establish and maintain professional contacts with the local authorities. No complaints shall be received from local authorities.
- e. Prepare similar investigations and reports stated above in connection with periodic security up-dating of current employees. These actions shall be completed within one (1) month of request of investigation from the USMILGP FPO.

5.2.8.1 Minimum Qualifications

- a. Associate degree in Criminal Investigation or Colombian education equivalent in this field or Law Enforcement background.
- b. 3 years work experience in investigative work with a military, police or private security organization, of which one (1) year shall be with a Colombian Government organization.
- c. Working knowledge of the Foreign Affairs Manual pertaining to security and the Bureau of Diplomatic Security's Instructions and Procedures, Colombian investigative procedures and Colombian law. Working knowledge in the conduct of investigations, protection and collection of information and evidence.
- d. Ability to distinguish between conclusions and facts and to reports facts accurately in a concise, logical and objective manner. Must be able to deal effectively with others and gain their cooperation.
- e. Possess sound judgment to analyze and interpret the significance of information and event.
- c. Spanish language proficiency: Level IV; English language proficiency: Level III

5.3 Contractor Planning and Reporting

5.3.1 The Contractor shall develop contractor plans and procedures as stated below and as called out anywhere else in the contract. All plans and SOPs will be submitted to the Government for approval as stated below. If not approved, the plan or SOP will be returned to the Contractor for correction and resubmission within fifteen (15) work days.

- a. Overall Management and Staffing Plan Submit with the proposal. Final plan to be submitted within 15 work days of contract award.

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|--|--|
| b. Safety Plan | Submit within 30 work days of contract award |
| c. SOPs | Submit within 60 work days of contract award |
| d. All other plans/reports identified elsewhere in the PWS | Submit as required |

5.3.2 Overall Management and Staffing Plan: The Contractor shall provide and discuss an overall management plan for all programs and services that will be followed during contract performance. The plan shall include a comprehensive Staffing Plan and organizational chart, the number of personnel assigned (indicate if full-time or part-time) and their authority/responsibility and functions. The plan shall identify how personnel will be staffed for all functions identified in the PWS and provide a detailed narrative explanation with supporting documentation in the form of tables, charts or any other form of support that fully explains and justifies each position and the basis upon which the proposed staffing was determined. The basis of providing staffing must conform to the workload stated in the PWS. Describe methods and procedures, if any, for cross-utilization of assigned personnel within and between functional areas. The initial plan shall be submitted with the proposal. The final plan shall be provided to the COR and KO within fifteen (15) work days of contract award. The plan shall be updated as needed and a copy provided to the COR and KO before implementation.

5.3.3 Safety Plan: The Contractor shall comply with all applicable US and Colombian safety, health and environmental regulations. In addition, the Contractor shall implement and maintain a safety program for preventing accidents and preserving the life and health of Contractor personnel and a safety program for U.S. Government personnel involved in the performance or administration of the contract. The Contractor's safety program shall be in accordance with AR 385-10 The Army Safety Program. The safety plan shall be provided to the COR and KO within thirty (30) work days of contract award.

5.3.4 Internal/External Standard Operating Procedures (SOPs)

5.3.4.1 SOPs: The Contractor shall develop, maintain, and implement internal and external Standard Operating Procedures (SOPs), manuals, and/or user guides for all support areas described in the PWS. These internal operating manuals/plans or external customer support guides shall contain processes and controls by which the Contractor shall accomplish functions and associated tasks and describe how the customer should coordinate to receive support.

5.3.4.2 The Contractor shall submit the SOPs to the KO and COR for review and approval within sixty (60) work days after contract award. Plan shall be updated and submitted for review and approval annually to the KO/COR or as changes occur.

5.3.5 Reports: The Contractor shall provide the following reports in the agreed format (U.S. Government or contractor). These reports shall include but are not limited to the following:

Item No.	Report Title	Frequency	Submit to
01	Situation Report to include all PWS areas	Monthly	COR and KO
02	Overtime	Monthly	COR and KO
03	Personnel Report – include vacancies, terminations, new hires	Monthly	COR and KO
04	Accident Report	Within 24 hours of incident	COR and KO
05	Billing Status Report	Monthly	COR and KO
06	Other Reports as Required by the COR/KO	As Required	COR and KO

5.3.5.1 Situation Report: Contractor shall provide an overall summary of contractor performance during the month. Include any problems or issues that were encountered and the resolution, if any.

5.3.5.2 Overtime Report: Contractor shall submit a monthly report of overtime incurred by contractor personnel. The report, at a minimum will include (1) name of employee; (2) date overtime incurred; (3) date approval to work overtime obtained from the COR/KO (4) funds provided under the Overtime CLIN (5) amount charged for overtime and (6) remaining balance.

5.3.5.3 Personnel Report: The Contractor shall submit a monthly report of personnel employed under this contract. The report, at a minimum will include (1) name of employee; (2) position description; (3) CLIN billed under; (4) date hired; (5) date terminated, if applicable; (6) duty status (on duty or on leave); (7) remarks/status. Contractor shall submit a report format to the KO and COR for approval within 30 work days of contract award. The report shall be submitted to the COR and KO every 5th of the month with the first report to be provided within five (5) work days after start of contract performance.

5.3.5.4 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 385-40, Accident Reporting and Records for contents and guidance on preparation of the report.

5.3.5.5 Billing Status Report: The contractor shall submit, within 10 work days of the end of the prior month, a monthly billing status report that identifies the: (1) grand total contract award amount for the current initial or option year, (2) the total contract award amount for each contract line item for the current initial or option year, (3) cost incurred/billed for the month (4) cumulative costs incurred for the month for each contract line item and (5) remaining balance for each line item. This report shall identify costs by each element of the work breakdown structure. Also, the Government may, from time-to-time, request to have functional reporting accomplished for specific work sub-tasks within a functional area. These sub-tasks will be identified at the time and the KO/COR will require the contractor to provide cost performance data.

5.3.6 The KO/COR may request additional reports to be provided at any given time during the period of the contract. Specific information to be included will be provided when the report is requested.

5.3.7 The Contractor shall update all plans and procedural documents as changes occur. Updates shall be provided to the Government three work days prior to the effective date of the change.

5.4 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/>, and then click on the "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contract services. 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 by clicking on the "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

DoD 5500.7-R	Joint Ethics Regulation
AR25-400	The Army Records Information System (ARIMS)
AR 25-50	Preparing and Managing Correspondence
AR 385-10	The Army Safety Program
AR 385-40	Accident Reporting and Records
CJCSM 5760.01A Vol II	Joint Staff and Combatant Command Records Management Manula
6 FAH-5	Department of State ICASS Handbook
Joint Travel Regulation	
Manual de Protocolo del Ministerio de Relaciones Exteriores de Colombia	

PART 7
EXHIBIT LISTING

7. **Exhibit List**

7.1. Exhibit 1 Performance Requirements Summary

7.2 Exhibit 2 Deliverables Schedule

7.3 Exhibit 3 List of Holidays

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 Objective	Standard	Performance Threshold	Method of Surveillance	% Deduction from Monthly Invoice for not Meeting Performance Standards
1. 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 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	1% of total monthly price will be deducted
2. Contracting Manpower Reporting PWS 5.4 and CLIN 0012	The Contractor shall completely fill in all the information in the format using the following web address https://cmra.army.mil . The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract to complete the CMR requirement.	100% Compliance	100% Inspection, COR Validation	1% of total monthly price will be deducted
PRS # 1. Provide qualified workforce PWS Para 5 through	The Contractor shall provide a fully qualified (IAW the minimum qualifications under	100% compliance required	Periodic surveillance; COR	Vacant positions will not be charged against the contract.

Para 5.2.8.1	Part 5 of the PWS) workforce who possess the skills, clearances and experience to successfully perform the services required in this PWS.		validation	
PRS # 2. Reports PWS Para 5.3.5 through Para 5.3.7	Submit reports in specified time frame	95% compliance	Periodic surveillance; COR validation	1% of total monthly price will be deducted

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
Para 1.6.1 Quality Control Plan	30 work days after contract award; five (5) work days after changes are made.	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 1.6.9 – 1.6.9.1 Meeting Minutes	Every 30 th day of the month for the PSR; For other meetings, as determined by the KO or COR.	1 PDF file to be sent via e-mail	PDF File signed by the COR, KO and contractor PM	COR/KO Name and contact info to be provided on contract award
Para 1.6.11.1 Names of PM and Alternate PM	Five (5) work days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 1.6.11.2 Resumes of PM and Alternate PM	Five (5) work days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 1.6.19.2 OCI Mitigation Plan	Initial plan to be submitted with proposal; final plan to be submitted thirty (30) work days after contract award.	1 PDF file to be sent via e-mail	PDF File	COR
Para 5.3.1.1 Overall Management & Staffing Plan	Initial plan to be submitted with proposal; final plan to be submitted fifteen (15) work days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 5.3.1.4 Safety Plan	30 work days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 5.3.2 Standard Operating Procedures	60 work days after contract award; annually thereafter, unless otherwise directed by the KO/COR	1 PDF file to be sent via e-mail	PDF File	COR/KO d
Para 5.3.5.1 Situation Report	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 5.3.5.2 Overtime Report	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 5.3.5.3 Personnel Report	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 5.3.5.4 Accident Reporting	Within 24 hours of incident	1 PDF file to be sent via e-mail	PDF File	COR/KO
Para 5.3.5.5 Billing Status Report	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
Para 5.3.6 Other Reports	As required	1 PDF file to be sent via e-mail	PDF File	COR/KO

EXHIBIT 3**LIST OF HOLIDAYS - 2015**

Date	Day	Holiday Description	American (A) Colombian (C)
January 1	Thursday	New Year's Day	A-C
January 12	Monday	Epiphany	C
January 19	Monday	Birthday of Martin Luther King Jr	A
February 16	Monday	Washington's Birthday (President's Day)	A
March 23	Monday	St. Joseph's Day	C
April 2	Thursday	Holy Thursday	C
April 3	Friday	Good Friday	C
May 1	Friday	Labor Day	C
May 25	Monday	Memorial Day	A
June 8	Monday	Corpus Christi	C
June 29	Monday	Saints Peter and Paul	C
July 3 (*)	Friday	Independence Day	A
July 20	Monday	Independence Day	C
August 7	Friday	Battle of Boyacá	C
September 7	Monday	Labor Day	A
October 12	Monday	Columbus Day	A-C
November 11	Wednesday	Veterans Day	A
November 26	Thursday	Thanksgiving Day	A
December 8	Tuesday	Immaculate Conception Day	C
December 25	Friday	Christmas	A-C

May 18 (Ascension Day), June 15 (Feast of the Sacred Heart), August 17 (Assumption Day), November 2 (All Saints' Day) and November 16 (Independence of Cartagena) are Colombian holidays. American and Locally Employed Staff are expected to work unless they have pre-approved leave.

(*) July 4, 2015, is a holiday for most employees. However, employees whose regular tour of duty includes work on Saturday will observe this holiday on July 3, 2015 (July 4, 2015 will be a regular work day for these employees).

NOTICE TO OFFERORS**NOTICE TO OFFERORS**

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

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

OFFEROR SHALL BE REGISTERED WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM) IAW FAR 52.204-7 and FAR 52.204-13. QUOTES FROM OFFERORS NOT REGISTERED WITH SAM SHALL NOT BE CONSIDERED FOR AWARD.

AWARD WILL BE CONDUCTED UNDER THE PROVISIONS OF FAR PART 12 ACQUISITION OF COMMERCIAL ITEMS AND FAR PART 13.5 SIMPLIFIED ACQUISITION PROCEDURES TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS AND CORRESPONDING DFARS AND AFARS PROVISIONS.

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 25 Sep 2014, 1600 local (Bogota) time relating to this solicitation in writing via email to the following:

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

OR

Rosalba Mateus
Rosalba.Mateus.CO@tcsc.southcom.mil

All questions shall reference solicitation number (W913FT-14-T-0035) 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 concerning this solicitation received 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.

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

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

A. BASIS OF AWARD

1. The Government anticipates awarding a Firm Fixed Price (FFP) type contract resulting from the RFQ.
2. IAW FAR Clause 52.212-2, award will be made to the responsible offeror whose proposal 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.
3. The Government reserves the right to determine which offers show the required capability IAW the evaluation factors. The Government also reserves the right to eliminate from further consideration those offers which are considered unacceptable and not capable of being made acceptable without major rewrite or revision.
4. The Government contemplates contract award **without discussions** with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the Vendor'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.

5. 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.

6. 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.

B. EVALUATION FACTORS

1. Factor I - Technical Acceptability. Quotes will be rated on an "Acceptable", or "Unacceptable" basis. In order to be considered for award, a quote 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 one 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 quote. The two technical sub-factors are as follows:

a. Sub-Factor 1 Offeror's Experience and Program Manager (PM) Qualifications

The quote will be evaluated to determine if the offeror's experience and PM qualifications meet the requirements in the PWS. In order to be considered technically acceptable, the contractor shall address all aspects required to be provided under Para 3(c)(1)(a) of the Addendum to FAR 52.212-1.

b. Sub-Factor 2 Overall Management and Staffing Plan

The quote will be evaluated to determine if the overall management and staffing plan meets the requirements in the PWS. In order to be considered technically acceptable, the contractor shall address all aspects of the plan discussed under Para 3(c)(1)(b) of the Addendum to FAR 52.212-1.

3. Factor II – Past Performance: Quotes will be rated on an "Acceptable" or "Unacceptable" basis. In order to be considered for award, the offeror's past performance must be evaluated as acceptable. The Government will evaluate contracts submitted in order to evaluate both past performance and experience. Past performance relates to how well a Contractor has performed on previous contracts. Experience pertains to the types and volume of work previously or currently being performed by the Contractor that are comparable to the type of work in this requirement in terms of size, scope, complexity, and relevancy. The Government will consider three (3) 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 following areas will be considered in evaluating past performance information.

- (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
- (5) A respect of stewardship of Government funds

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 (PIRS) 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 Offeror's quote, inquiries of owner representative(s) and any other known sources not provided by the Offeror.

4. Factor 3: Price

a. Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating a proposal 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 quote represents the lowest price to the Government.

b. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the offered prices on the CLINs stated in the solicitation. In the event the unit price(s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. 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, third option, fourth option and one-half of the fourth option. Travel and DBA insurance, if any, 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. Quotes will be rated on an “Acceptable” or “Unacceptable” basis. All technical sub-factors will receive an “Acceptable” or “Unacceptable” rating.

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

2. Past Performance Evaluation Approach. Quotes 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 the basis for evaluating price for contract award decision purposes. 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. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer. Travel and DBA insurance, if any, will not be included in evaluating price.

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. Quote Submission Instructions. Offerors are required to submit a complete quote package as listed in Para 2 below. Quotes and responses to the Past Performance Questionnaire must be received on or before the solicitation closing date.

2. Quotes may be submitted electronically via e-mail or provide a hard copy as stated below.

a. Submit a complete hard copy proposal package to:

Regional Contracting Office – Bogota
U.S. Embassy - Bogota
Attn: Annabelle Miller or Rosalba Mateuser
MILGP Unit 5140
APO AA 34038-5140

OR

Regional Contracting Office – Bogota
U.S. Embassy - Bogota
Attn: Annabelle Miller or Rosalba Mateus
CRA 45 No. 24B-27
Bogota, Colombia

b. Submit a complete proposal package electronically via e-mail to:

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

Alternate:

Rosalba Mateusr
Rosalba.Mateus.CO@tcsc.southcom.mil

c. The Government is not responsible for lost or mishandled packages or late deliveries. Offerors are cautioned to allow sufficient time for timely receipt of proposals. Offerors that intend to hand deliver proposals must notify Annabelle F. Miller two calendar days prior to the closing date to coordinate acceptance and delivery. The Government reserves the right to extend the notification deadline of the solicitation up to the date proposals are initially due.

d. If submitting a hard copy, offerors shall place their proposals in 3-ring binders that will permit substitution of pages should revisions be required. Proposal shall be submitted in three separate volumes labeled Volume I - Technical, Volume II – Past Performance, and Volume III - Price. Electronic submittals shall have different files for each of the volumes.

e. A sanitized version (remove references to company name) will be provided for the Technical Proposal, Volume I, whether proposal is submitted electronically or via a hard copy.

f. Volumes I and II 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. Offerors can include 11 x 17 foldouts within the 30-page limit only if these contain graphics or charts. A 10-point font can also be used for graphics only. Each paragraph shall be separated by at least one blank line.

g. Electronic copies of proposals submitted via e-mail shall be prepared in Microsoft application programs (i.e., Word, Excel or PDF, only).

h. Minimum Quote Acceptance Period. The quote acceptance period is 180 days. The Offeror shall make a clear statement in its Proposal Documentation Volume III that the proposal is valid for a period of not less than 180 days from receipt of quotes.

3. Proposal Files

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

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

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

(1) **Volume I - Technical.** The technical proposal shall contain one binder/file which addresses the technical portion of the proposal, 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 portion of the quote shall be organized in accordance with the following evaluation sub-factors:

(a) **Section 1 Offeror's Experience and Program Manager (PM) Qualifications.** The offeror shall provide proof of corporate experience. To be acceptable, the offeror must have three years corporate experience similar in scope and magnitude to the requirement in the solicitation. The offeror shall provide qualifications and experience of the PM anticipated to work in the resultant contract. To be acceptable, the proposed PM shall meet the minimum qualifications IAW Para 1.6.11.1.1 of the Performance Work Statement (PWS). The contractor shall clearly address all of the above elements in order for the proposal to be considered technically acceptable.

(b) **Section 2 Overall Management and Staffing Plan.** The offeror will provide and discuss an overall management plan for all programs and services that will be followed during contract performance. The plan shall include a comprehensive Staffing Plan and organizational chart, the number of personnel assigned (indicate if full-time or part-time) and their authority/responsibility and functions. The plan shall identify how personnel will be staffed for all functions identified in Part 5 of the PWS and provide a detailed narrative explanation with supporting documentation in the form of tables, charts or any other form of support that fully explains and justifies each position and the basis upon which the proposed staffing was determined. The basis of providing staffing must conform to the workload stated in Part 5 of the PWS. The contractor shall clearly address all of the above elements in order for the proposal to be considered technically acceptable.

(2) **Volume II – Past Performance Information.** The Offeror will submit a list of at least three, but not to exceed five 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 Information** to include contract number, dollar value, period of performance, description of services provided. Describe how the services previously or currently being performed are relevant to this requirement in terms of nature, scope, size, magnitude and complexity.

(b) **Section 2 – 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 directly to the past performance reference. Point of contact references shall be instructed to complete Part II of the questionnaire and electronically return a completed questionnaire via email directly to the Contracting Officer on or before the solicitation due date. Offeror shall ensure that the reference POC's e-mail address and contact information is current. Contracting Officer e-mail: annabelle.miller@tcsc.southcom.mil

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

(a) Section 1 RFQ 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 acknowledgement of amendments, if any.

(b) Section 2 RFQ SF 1449 – Continuation Sheet Supplies and Services/Pricing and Pricing Spreadsheet. This section shall include the following:

(i) Completed continuation sheet with the unit and total price completed.

(ii) Supplemental spreadsheet with the cost breakdown for each of the line items.

(iii) Additional cost/price information IAW FAR 15.403-3 Requiring Data Other Than Certified Cost or Pricing Data. Additional cost/price information shall include as a minimum:

Proposed base pay (Colombian Pesos) for each of the positions stated in the CLINs

Proposed number of personnel for each of the positions stated in the CLINs

Include information on how the proposed number of personnel is achieved.

OFFEROR SHALL COMPLY WITH COLOMBIAN LABOR LAWS REGARDING LIMITS ON THE NUMBER OF HOURS THAT EMPLOYEES CAN WORK DURING A WORK WEEK AS WELL AS REQUIRED ANNUAL AND SICK DAYS AND HOLIDAYS.

THE SUPPLEMENTAL SPREADSHEET WITH THE COST BREAKDOWN AND ADDITIONAL COST/PRICE INFORMATION IS REQUIRED TO BE SUBMITTED WITH THE OFFER. NONSUBMISSION OF THIS REQUIREMENT WILL ELIMINATE THE OFFER FROM BEING CONSIDERED FOR AWARD.

(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

FAR 52.209-5 Certification Regarding Responsibility Matters

FAR 52.209-7 Information Regarding Responsibility Matters

Statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed in the resultant contract.

(d) Section 4 Financial Capability Information/Documentation: Offeror shall submit information and evidence of financial capability i.e., financial statements, bank confirmation of accounts, bank letters of credit. The information will be reviewed to ensure that the offeror has the financial capability to perform the contract given

the magnitude of the proposed work. This element of financial capability is part of overall contractor responsibility. Offerors must be considered responsible to be eligible for awards.

(e) Section 5 Organizational Conflict of Interest. The Government has identified a potential organizational conflict of interest (OCI) that could preclude the Contractor from competing for, or being awarded this contract. To address this issue, each offeror will submit / certify their Organizational Conflict of Interest status as follows.

"The Offeror/Contractor hereby certifies to the best of its knowledge:

i. No real or perceived OCI, as defined in FAR 2.1 and discussed in FAR 9.5, will result from an award of the proposed work; or

ii. A real or apparent OCI may exist as a result of an award. An appropriate OCI Avoidance or Mitigation Plan is attached. The OCI Mitigation Plan shall address, at a minimum, the following:

(i) Provide an organizational chart which shows the offeror's corporate structure and highlight the elements of the company which will be performing the contract.

(ii) Demonstrate on the organizational chart whether the elements of the company performing the contract will be isolated from the remainder of the company.

(iii) Describe how non-public information, whether in hard copy or electronic format, will be stored and destroyed in order to preclude unauthorized transfer of information.

(iv) Describe how computer networks and servers will be protected to prevent unauthorized transfer of protected information.

(v) Explain the offeror's management reporting chains and address whether the contract effort and decisions related to that effort will be isolated from the remainder of the company.

(vi) Address whether the organizational element performing the contract will be geographically or physically separated from the remainder of the company.

(vii) Address what techniques the offeror will use to avoid and mitigate any perception that it might obtain sensitive or proprietary information that might give the company an unfair competitive advantage.

(viii) Address whether management outside the offeror's organizational element performing the contract will have access to key decisions for which the performing element is responsible.

(ix) Address the use of Non-disclosure Agreements for offeror personnel, including subcontractors and team members.

(x) Address any personnel reassignment restrictions for any personnel who retire or leave the contract for any reason.

(xi) Describe how the offeror will conduct periodic self-audits of its OCI mitigation plan and provide results to the Government.

(xii) Describe how the offeror will provide initial and refresher OCI training for all personnel working on the contract. Ensure that the initial OCI training is provided prior to contractor personnel access to protected information.

(xiii) Provide a list of all contracts and contractor personnel that could possibly be affected by the OCI issue. Provide a detailed description of the functions for each personnel and the location and unit/activity here the individual is currently providing the services.

(xiv) Identify any current OCIs or potential OCIs not already addressed in the OCI and provide a plan to avoid and mitigate any current or potential OCIs that may arise as a result of serving as the dispatch and driver services contractor.

The term "Offeror/Contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

Any OCI Avoidance or Mitigation Plan submitted does not count against the proposal page length restrictions set forth under the Addendum to FAR Clause 52.212-1.

Failure to submit and negotiate an acceptable organizational conflict of interest plan shall make the offeror ineligible for award of the contract.

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

The Regional Contracting Office (RCO) – Bogota is currently evaluating competitive offers for the services described herein. You have been named as a point of contact for services previously provided by the contractor cited herein. Please provide the information requested in the questionnaire. The information you provide will become part of the source selection documentation, however your name will not be released to any of the parties. Should you have any questions concerning this request, please contact Annabelle F. Miller at 011-57-1-275-4227 or e-mail at annabelle.miller@tsc.southcom.mil.

SOLICITATION: W913FT-14-T-0035 – Administrative Support Services

Brief Summary of the Requirements/Statement of Work in the current RFP being evaluated.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services to provide administrative support services to the USMILGP-Colombia as defined in the PWS except for those items specified as government furnished property and services.

For a more detailed description of the requirements, please refer to the solicitation posted in ASFI/FBO.

Contractor Being Evaluated:

Address:

(To be completed by person to whom questionnaire is addressed):

SECTION 1 Reference/Evaluator Information:

a. Name of person completing this questionnaire and position:

Name: _____

Tel No.: _____

Fax No: _____

E-mail: _____

Address: _____

b. Contract No: _____

c. Description of service: _____

d. Period of Performance (all years): _____

e. Total value of the contract (all years): _____

SECTION 2 Contractor's Past Performance

1. In your opinion, is the work performed under your contract “same or similar” in scope, size and complexity as the work described above?

Please circle one rating – Yes or No:

RATING		
Prime	Sub	Role of Contractor
Yes	No	Was this a competitive contract?
Yes	No	Same or Similar in Scope
Yes	No	Same or Similar in Size
Yes	No	Same or Similar in Complexity

Comments:

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The definitions for “same”, “similar”, “different”, “scope”, “size” and “complexity” are as follows:

- Same: For past performance to be considered “same” the contractor must have performed services, which were identical or greater in scope, size, or complexity to that of the RFP.
- Similar: For past performance to be considered “similar” the contractor must have performed services which were comparable to the required services in scope, size, or complexity to that of the RFP.
- Different: For past performance to be considered “different” the contractor did not provide services which were identical, greater or comparable in scope, size, or complexity to that of the RFP.
- Scope: Range of operations covered
- Size: Dollar value
- Complexity: Degree of difficulty.

2. Please circle a rating in answer to each of the following questions and provide comments as appropriate.

- (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

ADJECTIVAL RATINGS/DEFINITIONS FOR OVERALL PAST PERFORMANCE INFORMATION FACTOR	
RATING	DEFINITION
E (Excellent)	Essentially <i>no doubt</i> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Very Low
G (Good)	<i>Little doubt</i> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Low
S (Satisfactory)	<i>Some doubt</i> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Moderate
M Marginal	<i>Significant doubt</i> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: High
P (Poor)	It is <i>extremely doubtful</i> that the offeror will successfully perform the required effort based on their performance record. Risk Level: Very High
NR (No Rating)	The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. Risk Level: Unknown

PLEASE CIRCLE THE ADJECTIVAL RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
SEE BELOW FOR DEFINITIONS OF THE ADJECTIVAL RATING						
QUALITY OF SERVICE	RATING					
1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	NR
2. Effectiveness of on-site management, including management of subcontractors	E	G	S	M	P	NR
3. Ability to meet quality standards specified for technical performance.	E	G	S	M	P	NR
4. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	NR
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	NR
6. Effectiveness of material management.	E	G	S	M	P	NR
7. Effectiveness of acquisition management.	E	G	S	M	P	NR
8. Contractor safety record.	E	G	S	M	P	NR
9. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	G	S	M	P	NR
SCHEDULE/TIMELINESS OF PERFORMANCE						

PLEASE CIRCLE THE ADJECTIVAL RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
SEE BELOW FOR DEFINITIONS OF THE ADJECTIVAL RATING						
10. Compliance with contractual delivery terms and conditions	E	G	S	M	P	NR
11. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	NR
12. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	NR
13. Responsiveness regarding safety issues.	E	G	S	M	P	NR
BUSINESS RELATIONS						
14. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	NR
MANAGEMENT OF PERSONNEL						
15. Ability to hire/apply a qualified workforce to this effort.	E	G	S	M	P	NR
16. Ability to retain a qualified workforce on this effort	E	G	S	M	P	NR
OVERALL RATING						
In summary, provide an overall rating for the work performed by this contractor.	E	G	S	M	P	NR

COMMENTS: Objective Comments/ concerns relating to this Offeror.
