

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 159		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-12-R-0013		6. SOLICITATION ISSUE DATE 24-May-2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANNABELLE MILLER			b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-4227		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 25 Jun 2012	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA  TEL: FAX:			CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$35.5M NAICS: 561210		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	12. DISCOUNT TERMS
15. DELIVER TO USMILGP COLOMBIA - LOGISTICS MISSION AL PAGAN AEROPUERTO EL DORADO NUEVA ZONA ADUANERA HANGAR 18 BOGOTA TEL: 310-552-9050 FAX:			CODE WF7LKT		16. ADMINISTERED BY			CODE
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			CODE
TEL.			FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input 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 type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

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

**Section SF 1449 - CONTINUATION SHEET**

**NOTICE TO OFFERORS**

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

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

OFFEROR SHALL BE REGISTERED WITH THE CENTRAL CONTRACTOR REGISTRATION IAW FAR 52.204-7 and DFARS 252.204-7004. OFFERS BY CONTRACTORS THAT ARE NOT REGISTERED WITH THE CCR SHALL NOT BE CONSIDERED FOR AWARD.

AWARD WILL BE CONDUCTED UNDER THE PROVISIONS OF FAR PART 12 ACQUISITION OF COMMERCIAL ITEMS AND FAR PART 15 CONTRACTING BY NEGOTIATION AND CORRESPONDING DFARS AND AFARS PROVISIONS.

THE AWARD RESULTING FROM THIS SOLICITATION WILL BE A REQUIREMENTS TYPE CONTRACT. ALL SERVICES/REQUIREMENTS SHALL BE ORDERED VIA A CONTRACTUAL TASK ORDER.

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 10 Jun 2012, 1000 local (Bogota) time relating to this solicitation in writing via email to the following:

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

OR

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

All questions shall reference solicitation number (W913FT-12-R-0013) and include the applicable section/paragraph/schedule of the Performance Work Statement and RFP Solicitation. Please be specific addressing technical questions relating to this solicitation.

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

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Supply Support Activity FFP Services IAW Para 3.1 through Para 3.5.4 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Customer Support Assistance FFP Services IAW Para 3.6 through Para 3.12.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Warehousing and Stock/Inventory Control FFP Services IAW Para 4.0 through Para 4.20.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Property Accountability Support FFP Services IAW Para 5.0 through Para 5.7.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Cargo Transportation and Customs Support FFP Services IAW Para 6.0 through Para 6.7.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Installation Customer Support FFP Services IAW Para 7.0 through Para 7.9.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	Vehicle Maintenance Operations FFP Services IAW Para 8.0 through Para 8.10.7 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	General Security/Force Protection FFP Services IAW Para 9.0 through Para 9.3.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	Facilities and Equipment Maintenance FFP Services IAW Para 10.0 through Para 10.8.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Security Cooperation Technical Support FFP Services IAW Para 11.0 through Para 11.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011	Engineering and Support Services FFP Services IAW Para 12.0 through Para 12.4 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	Janitorial Services FFP Services IAW Para 13.0 through Para 13.10.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0013	Information Technology Services FFP Services IAW Para 14.0 through Para 14.4.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0014	Support Operations Specialist FFP Services IAW Para 15.1 through Para 15.1.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0015	Aviation/TMDE Equipment Technical Spec FFP Services IAW Para 15.2 through Para 15.2.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0016	Mission Supply Support Services FFP Services IAW Para 15.3 through Para 15.3.3 of the PWS. Contractor shall provide mission supply support services for an estimated 7,488 hours per year.	12	Months		
	FOB: Destination				

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0017	Mobile Maintenance Team FFP Services IAW Para 8.11 through Para 8.11.2 of the PWS. Contractor shall provide services on an as needed basis for an estimated 7,488 hours per year.	7,488	Hours		
	FOB: Destination				

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0018	Logistics Technician Services FFP Services IAW Para 4.19.1 through Para 4.19.3 of the PWS. Contractor shall provide services on an as needed basis for an estimated 9,984 hours per year.	9,984	Hours		

FOB: Destination

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Unit Supply Support COST IAW Para 4.16 through Para 4.16.3 of the PWS. FOB: Destination		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Vehicle Repair Parts and Materials COST IAW Para 8.4 of the PWS. FOB: Destination		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Vehicle Fuel and Lubricants COST IAW Para 8.4 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Vehicle Repairs Subcontracted COST IAW Para 8.5 and Para 8.9 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Fac Maint Eqpt,Parts&Subcontracted Srvcs COST IAW Para 8.5 and Para 8.9 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Utilities COST IAW Para 16.1 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Vehicle Fees COST IAW Para 16.2 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Cargo Transportation Support COST IAW Para 6.3 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Vehicle Lease Support COST IAW Para 6.4 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Travel COST IAW Para 20.4 through Para 20.4.1 of the PWS.  This cost will be excluded from price evaluation. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Overtime COST IAW Para 20.2 of the PWS.  This cost will be excluded from price evaluation. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	-------------------	------	------------	--------

0030

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. The contractor shall be reimbursed for reasonable, allowable and allocable DBA insurance costs upon submission of proof of payment of the insurance provider. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures.

This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	-----------------------	------	------------	------------------

0031

Contractor Manpower Reporting  
FFP  
IAW Para 19.9.6 of the PWS.

This is a Not-Separately-Priced line item.

FOB: Destination

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Supply Support Activity FFP Services IAW Para 3.1 through Para 3.5.4 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	Customer Support Assistance FFP Services IAW Para 3.6 through Para 3.12.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	Warehousing and Stock/Inventory Control FFP Services IAW Para 4.0 through Para 4.20.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	Property Accountability Support FFP Services IAW Para 5.0 through Para 5.7.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	Cargo Transportation and Customs Support FFP Services IAW Para 6.0 through Para 6.7.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	Installation Customer Support FFP Services IAW Para 7.0 through Para 7.9.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1007 OPTION	Vehicle Maintenance Operations FFP Services IAW Para 8.0 through Para 8.10.7 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1008 OPTION	General Security/Force Protection FFP Services IAW Para 9.0 through Para 9.3.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1009 OPTION	Facilities and Equipment Maintenance FFP Services IAW Para 10.0 through Para 10.8.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1010 OPTION	Security Cooperation Technical Support FFP Services IAW Para 11.0 through Para 11.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1011 OPTION	Engineering and Support Services FFP Services IAW Para 12.0 through Para 12.4 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1012 OPTION	Janitorial Services FFP Services IAW Para 13.0 through Para 13.10.1 of the PWS. FOB: Destination	12	Months		

TOT ESTIMATED PRICE  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1013 OPTION	Information Technology Services FFP Services IAW Para 14.0 through Para 14.4.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1014 OPTION	Support Operations Specialist FFP Services IAW Para 15.1 through Para 15.1.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1015 OPTION	Aviation/TMDE Equipment Technical Spec FFP Services IAW Para 15.2 through Para 15.2.1 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1016 OPTION	Mission Supply Support Services FFP Services IAW Para 15.3 through Para 15.3.3 of the PWS. Contractor shall provide mission supply support services for an estimated 7,488 hours per year.	12	Months		
FOB: Destination					

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1017 OPTION	Mobile Maintenance Team FFP Services IAW Para 8.11 through Para 8.11.2 of the PWS. Contractor shall provide services on an as needed basis for an estimated 7,488 hours per year.	7,488	Hours		
FOB: Destination					

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1018 OPTION	Logistics Technician Services FFP Services IAW Para 4.19.1 through Para 4.19.3 of the PWS. Contractor shall provide services on an as needed basis for an estimated 9,984 hours per year.	9,984	Hours		

FOB: Destination

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1019 OPTION	Unit Supply Support COST IAW Para 4.16 through Para 4.16.3 of the PWS. FOB: Destination		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1020 OPTION	Vehicle Repair Parts and Materials COST IAW Para 8.4 of the PWS. FOB: Destination		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1021 OPTION	Vehicle Fuel and Lubricants COST IAW Para 8.4 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1022 OPTION	Vehicle Repairs Subcontracted COST IAW Para 8.5 and Para 8.9 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1023 OPTION	Fac Maint Eqpt,Parts&Subcontracted Srvc COST IAW Para 8.5 and Para 8.9 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1024 OPTION	Utilities COST IAW Para 16.1 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1025 OPTION	Vehicle Fees COST IAW Para 16.2 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1026 OPTION	Cargo Transportation Support COST IAW Para 6.3 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1027 OPTION	Vehicle Lease Support COST IAW Para 6.4 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1028 OPTION	Travel COST IAW Para 20.4 through Para 20.4.1 of the PWS.  This cost will be excluded from price evaluation. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1029 OPTION	Overtime COST IAW Para 20.2 of the PWS.  This cost will be excluded from price evaluation. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	-------------------	------	------------	--------

1030 OPTION	DBA Workers' Compensation Insurance COST		Each		
----------------	---	--	------	--	--

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. The contractor shall be reimbursed for reasonable, allowable and allocable DBA insurance costs upon submission of proof of payment of the insurance provider. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures.

This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	-----------------------	------	------------	------------------

1031 OPTION	Contractor Manpower Reporting FFP		Each		
----------------	--------------------------------------	--	------	--	--

IAW Para 19.9.6 of the PWS.

This is a Not-Separately-Priced line item.

FOB: Destination

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Supply Support Activity FFP Services IAW Para 3.1 through Para 3.5.4 of the PWS. FOB: Destination	12	Months		
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	Customer Support Assistance FFP Services IAW Para 3.6 through Para 3.12.2 of the PWS. FOB: Destination	12	Months		
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	Warehousing and Stock/Inventory Control FFP Services IAW Para 4.0 through Para 4.20.3 of the PWS. FOB: Destination	12	Months		
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	Property Accountability Support FFP Services IAW Para 5.0 through Para 5.7.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005 OPTION	Cargo Transportation and Customs Support FFP Services IAW Para 6.0 through Para 6.7.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006		12	Months		
OPTION	Installation Customer Support FFP Services IAW Para 7.0 through Para 7.9.2 of the PWS. FOB: Destination				

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2007		12	Months		
OPTION	Vehicle Maintenance Operations FFP Services IAW Para 8.0 through Para 8.10.7 of the PWS. FOB: Destination				

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2008 OPTION	General Security/Force Protection FFP Services IAW Para 9.0 through Para 9.3.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2009 OPTION	Facilities and Equipment Maintenance FFP Services IAW Para 10.0 through Para 10.8.2 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2010 OPTION	Security Cooperation Technical Support FFP Services IAW Para 11.0 through Para 11.3 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2011 OPTION	Engineering and Support Services FFP Services IAW Para 12.0 through Para 12.4 of the PWS. FOB: Destination	12	Months		

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2012 OPTION	Janitorial Services FFP Services IAW Para 13.0 through Para 13.10.1 of the PWS. FOB: Destination	12	Months		

TOT ESTIMATED PRICE  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2013 OPTION	Information Technology Services FFP Services IAW Para 14.0 through Para 14.4.1 of the PWS. FOB: Destination	12	Months		
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2014 OPTION	Support Operations Specialist FFP Services IAW Para 15.1 through Para 15.1.1 of the PWS. FOB: Destination	12	Months		
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2015 OPTION	Aviation/TMDE Equipment Technical Spec FFP Services IAW Para 15.2 through Para 15.2.1 of the PWS. FOB: Destination	12	Months		
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2016 OPTION	Mission Supply Support Services FFP Services IAW Para 15.3 through Para 15.3.3 of the PWS. Contractor shall provide mission supply support services for an estimated 7,488 hours per year.	12	Months		
FOB: Destination					

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2017 OPTION	Mobile Maintenance Team FFP Services IAW Para 8.11 through Para 8.11.2 of the PWS. Contractor shall provide services on an as needed basis for an estimated 7,488 hours per year.	7,488	Hours		
FOB: Destination					

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2018 OPTION	Logistics Technician Services FFP Services IAW Para 4.19.1 through Para 4.19.3 of the PWS. Contractor shall provide services on an as needed basis for an estimated 9,984 hours per year.	9,984	Hours		

FOB: Destination

---

ESTIMATED  
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2019 OPTION	Unit Supply Support COST IAW Para 4.16 through Para 4.16.3 of the PWS. FOB: Destination		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2020 OPTION	Vehicle Repair Parts and Materials COST IAW Para 8.4 of the PWS. FOB: Destination		Each		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2021 OPTION	Vehicle Fuel and Lubricants COST IAW Para 8.4 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2022 OPTION	Vehicle Repairs Subcontracted COST IAW Para 8.5 and Para 8.9 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2023 OPTION	Fac Maint Eqpt,Parts&Subcontracted Srvcs COST IAW Para 8.5 and Para 8.9 of the PWS. FOB: Destination		Each		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2024 OPTION	Utilities COST IAW Para 16.1 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2025 OPTION	Vehicle Fees COST IAW Para 16.2 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2026 OPTION	Cargo Transportation Support COST IAW Para 6.3 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2027 OPTION	Vehicle Lease Support COST IAW Para 6.4 of the PWS. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2028 OPTION	Travel COST IAW Para 20.4 through Para 20.4.1 of the PWS.  This cost will be excluded from price evaluation. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2029 OPTION	Overtime COST IAW Para 20.2 of the PWS.  This cost will be excluded from price evaluation. FOB: Destination		Each		
ESTIMATED COST					

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	-------------------	------	------------	--------

2030 OPTION	DBA Workers' Compensation Insurance COST		Each		
----------------	---	--	------	--	--

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. The contractor shall be reimbursed for reasonable, allowable and allocable DBA insurance costs upon submission of proof of payment of the insurance provider. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures.

This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
---------	-------------------	-----------------------	------	------------	------------------

2031 OPTION	Contractor Manpower Reporting FFP IAW Para 19.9.6 of the PWS.		Each		
----------------	---	--	------	--	--

This is a Not-Separately-Priced line item.

FOB: Destination

---

ESTIMATED  
NET AMT

## **Performance Work Statement (PWS)**

### **Logistics Support Services**

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

##### **1.0 Description of Services**

**1.1 General Background:** USMILGP-CO, in cooperation with the U.S. Embassy Country team, U.S. Government agencies, and the Government of Colombia (GOC) provides Security Assistance (SA) and military to military contact in order to eliminate/reduce drug trafficking and narco-terrorism; strengthen Colombian Military (COLMIL) professionalism; conduct counter drug narco-terrorism operations (CNT); and eliminate the threat to Colombia's sovereignty and democracy. Since FY 2003, USMILGP-CO's mission, responsibilities, and Operation Tempo (OPTEMPO) have increased significantly in support of Plan Colombia, Southern Command (SOUTHCOM) Operational Plans and other approved Department of Defense (DoD) and Department of State (DoS) plans. Consequently, the USMILGP requires logistics contractor support to meet increased and emerging supply (all classes), storage, transport, distribution, facility administration, construction management, maintenance, and other logistics requirements for both the USMILGP-CO and the COLMIL force sustainment. The Logistics Mission provides logistical support to the USMILGP, deployed DoD Forces, US Inter-Agencies and support the USG Security Cooperation Plan and USSOUTHCOM Commander's goals and objectives. The Logistics Support Contract is the mechanism by which logistics support is coordinated and provided.

**1.2 General Requirement:** The contractor shall provide logistics support for the U.S. Military Group-Colombia (USMILGP-CO) and its supported agencies throughout the country of Colombia. Support shall be provided from an established facility, specifically the Joint Logistics Support Facility (JLSF) located at Aeropuerto El Dorado, Nueva Aona Aduanera, Hangar 18, Bogota Colombia, and other facilities as designated to include sites in La Macarena, Larandia, Ibague, Tolemaida, Melgar, Rio Negro, Barranquilla, Cartagena, Buenaventura, Apiay and Colombian Military and the new Supply Support Activity to be located on the COLAR Aviation Logistics Base located near the current JLSF, as contracted for the USMILGP-CO. Contractor shall provide all resources necessary to meet the requirements/terms and provisions of this contract, unless specified as U.S. Government Furnished Equipment (GFE) and U.S. Government Furnished Property (GFP), to include but not limited to management, transportation, customs, supervision, repair parts, quality control, safety, environment, human resources, advisors, technicians, security, reports, Local Area Network (LAN), Automated Data Processing Equipment (ADPE) to include coordination with the Combat Service Support Automation Management Office (CSSAMO) at Fort Sam Houston, TX. The Contractor shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract for the following main functions: program management, supply support activities/warehouse operations, property book and unit supply support, transport and customs support, vehicle maintenance and repair parts support, facilities administration to include contracting, maintenance, and support.

**1.2.1** The Contractor shall provide fully qualified personnel (**Exhibit O – Minimum Staffing Requirements**) who possess the training, skills, and experience to satisfactorily perform the required services. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government. 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 Par 21.1). The contractor shall not employ any person whose employment results in a conflict of interest under DoD 5500.7-R, Joint Ethics Regulation.

**1.2.3** The Contractor shall submit a monthly report of personnel employed under this contract. The report, at a minimum shall include (1) name of employee; (2) position description; (3) CLIN billed under; (4) date hired; (5) leave taken during the month; (6) date terminated, if applicable; (7) remarks/status. Contractor shall submit a report format to the KO and COR for approval within 30 days of contract award.

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

**2.1 Key Personnel:** The Contractor shall, as a minimum, provide the following key management personnel on site: (1) Program Manager (PM); (2) Deputy Program Manager (DPM); and (3) Transportation and Customs Manager (TCM).

**2.1.1 Resume of Key Personnel:** The contractor shall provide a detailed resume of all key personnel listed under Par 2.1.

**2.1.2 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 based on the requirements of the PWS prior to acting on behalf of the missing key personnel. Except for vacancies as described herein, key personnel shall not be moved or removed from their functions without a thirty-day notification to the Contracting Officer Representative (COR) and prior Contracting Officer (KO) approval. If any key personnel for whatever reason becomes, or is expected to become unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the KO and COR and shall, subject to the concurrence of the KO, promptly replace such personnel with pre-trained personnel of equal ability and qualifications, until the permanent key personnel can be hired and brought on board.

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

**2.1.4 Program Manager (PM):** The PM shall act as a central point of contact with the KO/COR. The PM and his/her alternate shall be on duty at the JLSF during regular duty hours and shall be on call at all other times. The PM shall be required to attend briefings, meetings, conferences and shall be authorized and empowered to act on behalf of the Contractor. When the PM is absent for any reason, the DPM shall act on behalf of the PM and shall have the same authority as the PM.

**2.1.4.1 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 four-year college degree in Business, Management or Logistics U.S. degree required.
- c. Shall have a minimum of seven years military logistics experience. Civilian logistics experience is acceptable but must have knowledge of Army Standard Army Management Information Systems (STAMIS) and logistics procedures. Logistics experience shall have been obtained in the last ten years. Experience shall include leading a medium size organization comprising of 50 to 80 personnel.
- d. Shall be bilingual – English/Spanish writing, speaking, reading. English Level IV (or native speaker) and Spanish no less than Level II.

**2.1.5 Deputy Program Manager (DPM):** The DPM shall act on behalf of and shall have the same authority as the PM in his/her absence. Other duties include but are not limited to the following:

- a. Manage and coordinate processes involved in the procurement of supplies and services. Coordinate with wholesale retailers and the Department of Defense Logistics Agency (DLA). Manage return of repairable goods.
- b. Direct transportation, stock control, warehousing and ensure processes are in place to monitor the flow of materials and strict accountability of receipts, issues and turn-ins. Ensure good record keeping to maintain 100% accountability of expendable and non-expendable property.
- c. Plan, organize and develop program management techniques and establish internal controls to manage procurement and support functions.
- d. Establish organizational performance standards, work schedules, priorities. Determine organization structure, personnel and training needs.
- e. Track multiple tasks, meet suspenses and be a skilled logistics operations planner.

**2.1.5.1 Deputy Program Manager Qualifications:** The DPM shall possess the following qualifications.

- a. US citizen and have or can achieve a secret clearance within six months of employment.
- b. Four-year college degree or associates US degree in business or any logistics field (i.e., supply, transportation, maintenance management) required.
- c. Shall have a minimum of five years military logistics experience. Civilian logistics experience is acceptable but must have knowledge of Army Standard Army Management Information Systems (STAMIS) and logistics procedures. Logistics experience shall have been obtained in the last seven years.
- d. Shall be bilingual – English/Spanish writing, speaking, reading. English Level IV (or native speaker) and Spanish no less than Level II.

**2.1.6 Transportation and Customs Manager (TCM):** The TCM shall coordinate customs/nationalization procedures, operate DoD In-Transit-Visibility system, and track USMILGP commercial and DoD cargo shipments. Other duties include but are not limited to the following:

- a. Manage all facets of transportation related to the planning, operation, coordination and evaluation of all methods of transportation
- b. Coordinate all types of transportation, movement control for cargo-movements, or logistics requirements within Colombia.
- c. Make recommendations on priority movements; coordinates tasks; document cargo and/or personnel to be transported; coordinate for resources; and determine mode(s) necessary for the optimum utilization of assets and timely mission accomplishment.
- d. Work closely with the USSOUTHCOM Components, SDDC, and commercial shippers and host country logistics personnel on all manner of transportation plans and operations to include logistical support.
- e. Supervise in country transportation requirements, both air and ground.

**2.1.6.1 Transportation and Customs Manager Qualifications:** The TCM shall possess the following qualifications.

- a. US citizen and have or can achieve a secret clearance within six (6) months of employment

b. Shall have five years prior military or civilian logistics experience, including areas in transportation and customs. Logistics experience shall have been obtained in the last seven years.

c. Shall be bilingual – English/Spanish writing, speaking, reading. English Level IV (or native speaker) and Spanish no less than Level II.

d. Shall be knowledgeable in US Military Transportation and Surface Deployment and Distribution Command (SDDC) procedures.

e. Shall have knowledge on documentation, receipt procedures of sensitive and Hazmat cargo. Be familiar with Foreign Military Sales (FMS) logistics processes.

f. Shall be knowledgeable on commercial transportation practices in order to provide timely and adequate support for military/Government requirement.

g. Shall be knowledgeable on US and Colombian Customs procedures and documentation.

h. Shall possess the ability to coordinate customs/nationalization procedures, operate DoD In-Transit-Visibility system, and track USMILGP commercial and DoD cargo shipments.

**2.2 Training/Certification:** The Contractor shall provide a fully qualified workforce that possesses the training, skills, licenses, clearances, certifications, and experience required to satisfactorily perform the services and operate equipment required by this contract. With the exception of key personnel, who shall be fully trained and certified at the start of contract performance, contractor personnel that do not have the required certificates and training will be formally trained within 60 days of employment. The Contractor shall be 100% responsible for all the training, licenses, clearances, and certifications to complete the requirements of this contract unless otherwise specified herein. The U.S. Government may from time to time offer the contractor the opportunity to enroll its personnel in U.S. Government sponsored training courses. Attendance at/in U.S. Government training courses shall be at Contractor expense and not chargeable to the contract. All requests for training at U.S. Government expense shall be subject to the approval of the KO and shall be based on a clear benefit derived for the U.S. Government.

**2.2.1** New and/or updated equipment may be introduced during the performance period of the contract. Therefore, Contractor personnel shall be required to remain current in his/her training on all equipment they are assigned to use.

**2.2.2** The Contractor shall be responsible for all Contractor personnel training. The Contractor shall maintain records of all requirements, schedules and accomplished training.

**2.2.3** Unless otherwise specified, all contractor personnel shall have a good working knowledge and use of the English and Spanish language equivalent to a Level II. 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.

### **3.0 Supply Operations**

#### **3.1 Supply Support Activity (Exhibit C - SSA Requisitions Processed, Materiel/Supplies**

**Received/Stored/Issued):** The Contractor shall be 100% responsible for SSA activities to include but not limited to supervision, personnel, operations, warehousing/storage, delivery services, ordering, receiving/issuing, cargo handling, reconciling, stock control, tracking, material management, customer support, causative research, processing Purchase Request and Commitment (PR&C) through PBO or processing Purchase Request using the General Fund Enterprise Business System (GFEBS), safeguarding, reporting, and equipment required to support the SSA and all USMILGP-CO supply functions for all classes of supply, material, and equipment to include Foreign Military Sales. National Stock Number (NSN) requisitions will be processed through the Standard Army Maintenance System Enhanced (SAMS-E) and Unit Level Logistics System – Aviation Enhanced (ULLS-AE). USMILGP non-expendable items will be recorded in the PBO Property Book Unit Supply Enhanced (PBUSE)

system. Equipment and supplies donated to the Colombian Military will be processed through the USMILGP “Acta” procedures. SSA shall be managed in accordance with AR 710-2 (Inventory Management Supply Policy Below the Wholesale Level), AR 735-5 (Policies and Procedures for Property Accountability), AR 725-50 (Requisitioning, Receipt, and Issue System), DA Pam 710-2-1 ( Unit Supply System Manual Procedures), DA Pam 750-8 (The Army Maintenance Management System (TAMMS) Users Manual) , and US Army South (ARSOUTH), US Southern Command (SOUTHCOM), US Military Group (USMILGP) Standard Operating Procedures (SOP) and other applicable policies and regulations. All of these regulations can be obtained at the following website: [www.apd.army.mil](http://www.apd.army.mil). If there is a conflict, U.S. Law will prevail. SSA activities will take place mainly at the warehouse located at the JLSF.

**3.1.1** Functions under the SSA include but are not limited to the following:

- a. Establish and maintain stock records and other documents such as inventory, material control, accounting and supply reports
- b. Establish and maintain automated and manual accounting records, posts receipts and turn-ins and performs due-ins and due-outs accounting
- c. Correct error and exception documents
- d. Review and verify quantities received against bills of lading, contracts, purchase requests, and shipping documents
- e. Unload, unpack, visually inspect, count, segregate, palletize and store incoming supplies and equipment
- f. Maintain stock locator system and administer document control procedures
- g. Pack, crate, stencil, weigh, and band equipment and supplies
- h. Process inventories, surveys, and warehousing documents
- i. Perform prescribed load list (PLL) and shop stock list (SSL) duties in manual and automated supply applications
- j. Prepare, annotate and distribute shipping documents
- k. Breakdown and distribute commissary and field rations
- l. Operate material handling equipment (MHE)
- m. Perform accounting and sales functions in self-service supply
- n. Prepare all DOD required forms DD 1348 (Requisition System Document), DD 1348-1 (Single Line Item Release/Receipt Document), DD 3161 (Request for Issue or Turn In), DD 250 (Material Inspection and receiving Report), DD 1149 (Requisition and Invoice/Shipping Document), DA 1687 (Delegation of Authority) to ensure quantities ordered are quantities received
- o. Maintain Delegation of Authority utilizing DA Form 1687 (Delegation of Authority), appointment orders, or as required, memorandums/oficios for all classes of supply (requesting/receiving). Ensure DA Form 1687 (Delegation of Authority) are up to date and on hand
- p. Use best value commercial practices and maintain a Government approved purchasing system
- q. Requisition from Government sources when economically feasible

- r. Maintain approved stock inventory levels within funding constraints
- s. Order, receive, and issue repair parts (CLIX) for US Army Operational Helicopters (OH 58) Helicopters located at MELGAR Airbase. The repair parts will be requisitioned at MELGAR and the receipt and issue of the repair parts will be processed through the JLSF.

**3.1.2** The Contractor shall provide one certified primary forklift operator and train at least one alternate forklift operator from the other SSA personnel pool. Forklift Operator will primarily operate up to 10K Forklift. Ensures forklift operations are efficiently, safely executed according to the equipment operator's manual and US Army Mechanical Handling Equipment (MHE) SOP. The forklift operator will survey and plan all loads prior to execution. Enforces government and accompany safety standards and practices. Performs office duties such as posting regulations, files maintenance and routine office correspondence. Conducts analysis of equipment requests to determine most efficient mode of uploading/downloading material. Conducts analysis of Material Handling Equipment requests to determine most efficient mode of uploading/downloading material. Ensures equipment is properly utilized and maintained. Must be able to safely load and carry various awkward and heavy finished material. Certification will be accomplished by attending a safety class, passing a written test and demonstrating their ability to operate a forklift safely. Before taking a safety class, operators must have a valid state driver's license or equivalent Colombian license, DA Form 348 Equipment Operator's Qualification Record, and OF 346 - U.S. Government Motor Vehicle Operator's Identification Card. Forklift operators must take the "Smith's System" training course given by the LOGMIS Motorpool Manager or a certified "Smith System" instructor.

**3.2** The Contractor shall track supplies using the Standard Army Management Information Systems (STAMIS) to include Standard Army Maintenance System – Enhanced (SAMS-1E) for select supply and maintenance, Unit Level Logistics Air (ULLS-A), Property Book Unit Supply Enhanced (PBUSE), U.S. Army General Fund Enterprise Business System (GFEBS) or other KO/.COR-approved or directed automated systems.

**3.3** Contractor shall maintain Delegation of Authority utilizing DA Form 1687 (Delegation of Authority), appointment orders, or as required memorandums/oficios for all classes of supply (requesting/receiving).

**3.4** The contractor shall coordinate with ARSOUTH G-4 Material Management Center (MMC), other major command/services Inventory Control Points (ICP), Defense Logistics Agency (DLA), and other agencies as required to provide ordering/shipping/receiving/pending status for all classes of supplies, materials, cargo, and equipment. This shall include tracking shipments, ADHOC reports, inquires, and submitting tracers/supply discrepancy reports on overdue/lost items.

**3.5** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**3.5.1 Warehouse Manager/SSA Manager**

- a. Must have a High School degree.
- b. Be certified to operate up to a five (5)-ton cargo vehicle and a 6K and 10K Forklift/MHE. Must be able to lift/push/pull 45 lbs.
- c. Shall be able to operate a computer and the Microsoft suite of programs (Word, Excel, PowerPoint, ACCESS).
- d. Shall have current US or Colombian driver's license.
- e. Shall have a SAMS-E or ULLS-AE basic operator training certificate; 3 years HAZMAT shipping experience within the past 5 years; knowledgeable with VSAT (Very Small Aperture Terminal) satellite system and CAISI (wireless Combat Service Support Automated Information System Interface).

f. Shall have five years experience and knowledge in the policies and procedures of Army regulations AR 720-2 (Inventory Management Supply Policy Below the Wholesale Level) and Department of the Army Pamphlets 710-2-1 ( Unit Supply System Manual Procedures) / 710-2-2 (Supply Support Activity Supply System: Manuel Procedures) and all other applicable regulations pertaining to stock accountability.

g. Shall have oral and written communication skills in Spanish (Level III) and English (Level II)

h. Minimum five (5) years working experience as warehouse operation supervisor within the last 7 years.

i. The contractor shall provide the SSA Manager a cell phone.

**3.5.1.1** This position requires flexibility in work hours on certain days where operations start times need to vary no more than five hours.

### **3.5.2 Warehouse Floor Supervisor/Warehouse Lead**

a. High school degree required.

b. Shall have current US or Colombian driver's license.

c. At least (one) 1 year experience in using forklift and/or using warehouse distribution equipment.

d. Must have three years experience working in a warehouse within the last five years.

e. Must be able to lift/push/pull 45 lbs.

f. Shall have oral and written communication skills in Spanish (Level III) and English (Level II)

g. Shall have three years experience or more using SAMS-E or ULLS-AE and produce a training certificate before employment.

h. Must be familiar with HAZMAT receipts and shipping.

i. Shall have experience using a computer, including database, word processing, spreadsheet, and presentation applications

### **3.5.3 Inventory Control/Flow/Stock Control**

a. High school degree required.

b. Must have current US or Colombian drivers license

c. Must have three years experience within the last five years requisitioning, ordering, and maintaining general supplies; basic knowledge of office procedures and terminology; ability to make simple arithmetical computations; ability to effective use computer applications such as spreadsheets, word processing, calendar, e-mail

and database software; ability to understand and carry out oral and written instructions; accuracy; personal integrity; good judgement; physical condition commensurate with the duties of the position

d. Must have three years experience within the last five years of standard inventory control procedures for the industry, shipping and receiving procedures, transport, insurance, loss and breakage control, and theft control.

e. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II)

### **3.5.4 Material Handler/Forklift Operators**

a. Associates/Bachelors degree is preferred.

b. Shall have good oral and written communication skills in Spanish (Level II) and English (Level I).

c. Must have current US or Colombian drivers license.

d. Must have been certified on handling 10K or higher Forklifts. Licensed forklift operators who pass both the written and hands-on portions of the training will receive a forklift certification as follows:

(1) DA Form 348 - date certification is completed.

(2) OF 346 - overstamped with class, powered by and capacity of forklift.

**3.5.4.1** This position requires long hours and exposure to weather and hazardous conditions. Personnel should be aware of moving on short notice and under adverse conditions. Individual is required to have the ability to travel throughout Colombia. Personnel without a forklift license may will be issued a learner's permit only after passing the written test and approved by the LOGMIS Motorpool manager. Personnel will be issued a learner's permit after a minimum of 30 hours of training with a licensed forklift operator is completed. Training has to be completed within 30 days of contract performance.

**3.5.4.2** Contractor shall document the training record to include the license and the two forms stated under Par 3.5.4(d) above. The Contractor will ensure to document Performance Test for Forklift Operators training required by OSHA. The Performance Test for Forklift Operators is available through the OSHA Web site at <http://www.osha.gov/>

**3.6 Customer Support Assistance:** The Contractor shall develop and maintain customer assistance procedures to include processing and providing customer reconciliation listings once a month. The Contractor shall provide timely and accurate support to all requests for issue, cancellation, modification and follow up.

**3.7** The Contractor shall maintain records in accordance with regulations to include indicating balances on-hand, locations, descriptions, units received and units of issue of all items for stockage.

**3.8 Order:** The Contractor shall process customer requests for all classes of supplies, local and contract purchases in accordance with applicable regulations. The contractor shall maintain a document register and assign document numbers (in coordination with the U.S. Government Property and Supply personnel) for all classes of supplies, local purchases and contract service requests. Additionally, the contractor shall reconcile the document register every 30 days to resolve out-of-tolerance requisitions. The contractor shall process all PR&C (DA Form 3953) through the SSA and coordinate with the Resource Management Office (RMO) and Contracting Office as required to ensure completion and close out. Provide document numbers within one day of receipt for high priority requests and within three workdays for routine requests and submit to RMO. Reconcile and validate local purchase and contract service requests monthly with the RMO, contracting office and supported customers.

**3.8.1** The Contractor shall process OH 58 requests for CLIX and Tools using the ULLS-AE system located at Melgar in accordance with applicable regulations. The contractor shall maintain a document register and coordinate with the SSA to reconcile inbound repair parts and repairables that are required to be shipped to CONUS for credits.

**3.9 Receiving:** The Contractor shall receive, off-load and process all supplies and equipment shipped to SSA within 24 hours or time limits prescribed by carrier contract and/or customs. Visually inspect shipment and verify for accuracy and for any damages of shipment. Verify accuracy of shipment against accompanying shipping documentation and the purchase order to include verification of quantity, nomenclature, document number, national stock number (NSN), condition code (CC), unit of issue (UI) and other pertinent data. Annotate and process claims for any transportation discrepancies and damage. Notify customer of receipt of high priority orders (PD 01-08) within 24 hours and normal orders within 36 hours. Notify the COR when customers fail to pick up materials within five (5) workdays.

**3.10 Issue:** The Contractor shall verify the personnel authorized for pickup, accuracy of the supplies/equipment being issued, and the documentation required and ensure customer signs for supplies/equipment on appropriate document (hand receipts) to include required "Actas de Entrega" (Turn Over). Maintain a record of customer unit daily pick-ups. The Contractor shall assist customers in the loading and unloading of equipment.

**3.10.1** The contractor will deliver OH 58 repair parts and tools to the OH 58 Maintenance Contractor located at CACOM 4, Melgar (Tolima). The contractor will schedule one delivery per week, and plan for additional delivery of parts as required. The Contractor will coordinate for access at CACOM (Comando Aereo de Combate) 4 prior to movement.

**3.11 Turn-In:** The Contractor shall receive, inspect, process, and turn-in all excess/unserviceable supplies and/or equipment turned in by the customers or as identified by PBO or supply officer. The Contractor shall notify the PBO and COR when discrepancies, damages, or missing components are found to exist. The Contractor will prepare repairable CLIX for return to the respective US Army Depot. The shipment will meet all of the US and Colombian customs documents. The Contractor shall report losses and prepare the necessary paperwork to document the loss in accordance with the property control plan and internal procedures. The contractor shall be responsible to initiate the proper paperwork through the PBO who will initiate the Financial Liability Investigations of Property Loss (FLIPL) Report. The Contractor will provide assistance and expert advice to customers through the turn in process.

**3.12** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**3.12.1 Purchasing Clerk**

- a. High school degree required.
- b. Must have current US or Colombian drivers license
- c. Must have three years experience within the last five years requisitioning and ordering general supplies and commercial automotive repair parts.
- d. Basic knowledge of office procedures and terminology. Shall be able to perform basic math, including calculations using fractions, percents, and/or ratios; read a variety of manuals, write documents following prescribed formats, and/or present information to others; and understand complex, multi-step written and oral instructions.
- e. Must have three years experience within the last five years of purchase procedures for the industry, receiving procedures, insurance, loss and breakage control.
- f. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II)

**3.12.2 Data Entry Clerk/ULLS-AE Clerk (OH 58)**

- a. High school degree required.
- b. Must have current US or Colombian drivers license
- c. Must have two years experience within the last three years processing requisitions for aviation Class IX repair parts and materials into the SAMS-E, ULLS-AE or PBUSE STAMIS.
- d. Must have basic knowledge of office procedures and terminology; ability to make simple arithmetical computations; ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software.
- e. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II)

#### **4.0 Warehousing and Stock/Inventory Control**

**4.1 Warehousing/Storage:** The Contractor will maintain the accuracy of the SSA stock record account. Consolidate stocks, generate new locations, create new bin labels, or generate inventories to correct any location survey problems. Ensure all items stored are cleaned, sealed, banded, stacked, and segregated or boxed to ensure proper storage. The Contractor shall protect equipment from the environment. The Contractor shall ensure all items are properly safeguarded and secured to include the construction of security storage, bins, and areas to prevent pilferage.

**4.2 Inventory and Causative Research:** The Contractor will initiate, conduct and complete all physical, periodic, sensitive items, location, causative research or special inventories in accordance with all applicable supply regulations to include a 10% general item and 100% sensitive item inventory monthly. The contractor will assist the PBO in conducting semi-annual hand receipt inventories. The Contractor will assist the PBO in conducting the Change of Command Inventory consisting of inspections of 100% of the USMILGP Property Book. The Contractor may be required to conduct 100% property book inventories per AR 710-2 and AR 735-5. The contractor shall submit an inventory report to the COR/KO/PBO within 3 days after conducting the inventory. Ensure all discrepancies found during inventories are documented. Maintain complete Inventory Adjustment Report (IAR), voucher records and other supporting documentation. Causative research shall be conducted for inventory discrepancies involving sensitive items and adjustments exceeding 50 dollars (\$50.00) in extended line item value or as directed by the PBO/ COR. Causative reports shall be submitted to the COR/PBO within five (5) workdays of completing the research.

**4.3 Stock Control:** The Contractor shall provide stock control functions and services in the SSA, to include the Authorized Stockage Level (ASL) and Non-Stockage List (NSL) assets.

**4.4** The Contractor shall maintain packaged petroleum products by rotating stocks using First In First Out (FIFO), referring to the Qualified Suppliers List (QSL) handbook, and/or coordination with the wholesale item managers for determining serviceability and/or extension of shelf life. The Contractor shall not issue expired packaged petroleum products pending assurance that the items are certified suitable for issue.

**4.5** The Contractor shall issue durable and/or non-expendable supplies and equipment to any supported unit when directed in writing by the PBO.

**4.6** The Contractor shall issue expendable, durable, and non-expendable supplies purchased on behalf of the Missions and units on a DA Form 3161, Request for Issue or Turn-In Form.

**4.7** Contractor shall contact customers within 24 hours to notify tenant unit that parts or supplies are available.

**4.8** In addition, the Contractor shall be responsible to fill out DoD HAZMAT documents for cargo shipped to CONUS and/or other countries within the USSOUTHCOM AOR. Contractor shall adhere to and promote all safety

policies and procedures including but not limited to the proper handling of hazardous waste/material, hearing and eye protection policies.

**4.9** The Contractor shall check for condition of equipment receipt. Ensure equipment is secure in the warehouse (safeguarded). The Contractor will assign a location to the equipment and ensure that it is inputted into a USG-approved supply automation program for control, accountability and tracking.

**4.10** The Contractor shall forward all documents to PBO in order to close document register and data base. The Contractor shall coordinate with the USMILGP RMO/Contracting office and customer to inform of receipt of equipment or supplies. The Contractor shall deliver and issue materiel and equipment as required, ensuring only authorized individuals sign/receive items.

**4.11** The Contractor shall prepare “acta’s de donacion” (Donation Memorandum), for all equipment/supplies being donated prior to removal of the item. The Contractor will ensure that equipment or supplies are signed for by a U.S. Government employee before it departs the JLSF, and that Exit Authorization Form is prepared and signed by the authorized Government representative before departure. The Contractor is required to maintain a control register for all “actas de donación/préstamo/custodia” and keep original copy on file to support entries to the property book. The contractor will prepare, annotate and distribute shipping documents, as required.

**4.12** The Contractor shall pack, crate, stencil, weigh, and band equipment and supplies, construct bins, shelving, and other storage aids as required and break down and distribute supplies on pallets

**4.13** The Contractor will work with vendors to coordinate shipment and delivery of equipment and supplies to the JLSF. The Contractor will coordinate and process all documents required in order to have access to the installation and the CATAM area.

**4.14 Receipt of Foreign Military Sales (FMS) Cargo:** The Contractor shall process receipt of FMS cargo from the Transportation and Customs office. The Contractor shall identify cargo by type and destination (owner). The Contractor is required to identify all cargo arriving and is responsible for contacting the COLMIL to schedule day and time of arrival for all Signature Service Required Cargo (Sensitive Cargo). The Contractor will receive cargo at the flight line, inventory and issue sensitive cargo at the flight line after obtaining approval from the Government representative (normally, the PBO), and transport general cargo to the JLSF. Sensitive cargo will be identified, segregated, sealed by special tape and issued from the flight line (after approval from the Government representative) when dictated by Colombian Customs (DIAN). The Contractor will have 48 hours to identify, segregate and issue general cargo to owner. After 48 hours, contractor will be required to visit sites and conduct a joint inventory with COLMIL and annotate discrepancies (if any). The Contractor will record any tampering to the special tape prior to the joint inventory. The Contractor will fill out Report of Discrepancies (RODs) reports as required. Input all cargo into data base and prepare “actas de entrega” for FMS. The Contractor will be required to coordinate with the LOGMIS Security Assistance Management Office and provide receipt and discrepancy reports on FMS shipments. The Contractor will be required to travel to Colombian Port cities to receive FMS cargo arriving by SEALIFT and AIRLIFT.

**4.14.1** The Contractor shall provide support to the USMILGP Army, Naval and Air Force Missions logistics requirements. Functions include but are not limited to SSA interface, inventories, PR&C processing, ordering, tracking, reconciliation, pick-up/drop-off, “actas de donacion / prestamo”, customs, transportation requests, and end-use-monitoring, assist in the receipt and issue of FMF – spell out and FMS equipment and repair parts, etc. The Contractor shall-assist the COLMIL in preparing Supply Discrepancy Reports (SDRs). Contractor ersonnel shall possess the skills required to execute the procedures listed in Chapter 10, Logistics Support of International Military Sales, of the Defense Institute of Security Assistance Management (DISAM) Manual.

**4.15** Contractor personnel assigned to SSA operations must have Level II English language proficiency, but may be waived to Level I if the individual has extensive experience in supply management. SSA personnel will have minimum Level III Spanish with computer knowledge (Microsoft Word, Excel, Power point, Outlook, Form Flow, etc). The Contractor will provide a Department of the Army Training certificate that demonstrates workers' competency in PBUSE, SAMS-E, ULLS-AE, SMS, and PORTS as required for the appropriate logistics positions.

Must be able to lift up to 40 pounds. Some travel may be required. SSA personnel must have operated Material Handling equipment (MHE) and must have an operator's license and be qualified and certified to operate light trucks.

**4.16 Unit Supply Support:** The Contractor shall establish, order, and maintain a consolidated unit supply room for office, ADPE, household appliances, cleaning, and miscellaneous supplies as designated by the USMILGP Government Supply representative and approved by COR. Contractor shall order and maintain appropriate stocks, issue stock items and track costs to appropriate accounting codes or customers. Contractor shall obtain prior authorization from the KO through the COR prior to procuring any item under this CLIN. Contractor shall submit the request to purchase to the COR for review and forward to the KO for approval. Any cost charged against this CLIN without KO authorization shall not be reimbursed.

**4.16.1** Contractor shall operate the Self Service Supply Center (SSSC) for administrative supplies consumed by the MILGP Missions and supported units and/or agencies as demand-supported Authorized Stockage List (ASL). The SSSC maintains the Operating Level (OL) portion of the SSA Requisitioning Objective (RO) stocks. Contractor shall provide physical security for SSSC ASL.

**4.16.2 SSSC Catalog:** Contractor shall create, publish, and distribute a SSSC catalog in National (or NATO) Item Identification Number (NIIN) and alphabetical sequence, with item noun and description, NSN, unit of sale, and unit price, to customers semi-annually. Contractor shall submit the SSSC Catalog to the COR for approval prior to publishing.

**4.16.3** Contractor shall ensure each customer is in possession of a valid SSSC Account Card (DA Form 3733-R) or DA Form 1687 before gaining entrance to the store.

**4.17** Contractor shall coordinate with the Combat Service Support Automation Management (CSSAMO) to ensure LOGMIS STAMIS receives technical and functional support. The STAMIS coverage will include but not limited to Property Book Unit Supply Enhanced (PBUSE), Standard Army Maintenance System - Enhanced (SAMS-1E), Integrated Logistics Analysis Program, ILAP, Unit Level Logistics System – Aviation (Enhanced) (ULLS-AE), US Army Very Small Aperture Terminal (VSAT) Satellite Systems, and any new STAMIS Systems that are developed and fielded by the USG for logistics support.

**4.18** The Contractor shall coordinate thru the USMILGP J4/LOGMIS with Southern Command (SOUTHCOM), Army South (ARSOUTH), Army G-4 Material Management Center (MMC), other major command/services Inventory Control Points (ICP), Defense Logistics Agency (DLA), and other agencies as required to provide ordering/shipping/receiving/pending status for all classes of supplies, materials, cargo, and equipment. This shall include tracking shipments, special reports, inquires, and submitting tracers/supply discrepancy reports on damaged, overdue and lost items.

**4.19 Supply Technicians:** Contractor shall provide SSA supply liaison technicians to perform work stated in the PWS. These personnel shall support the customer at the customer-specified site and shall be qualified as supply specialists/technicians. Functions include but are not limited to SSA interface, PR&C processing, ordering, tracking, reconciliation, pick-up/drop-off, preparing actas de donacion / prestamo, customs, transportation requests, and providing supply services management during deployments and/or exercises directed by USSOUTHCOM and Components, JIATF-SOUTH and USMILGP, etc.

**4.19.1** In addition to supply technicians required to support the SSA functions above, the contractor shall provide supply specialists to augment operations, when required. The supply specialists under this paragraph will be required in increments of no less than thirty (30) days at a time.

**4.19.1.1** The unit supply specialist is primarily responsible for performing tasks involving the general accountability of property, basic logistics management, and issuance of supplies and equipment. Responsibilities include but not limited to:

- a. Receive, inspect, inventory, load/unload, store, issue and deliver supplies and equipment

- b. Maintain automated supply system for accounting of organizational and installation supplies and equipment
- c. Coordinate with the PBO to inventory and issue sensitive cargo
- d. Schedule and perform preventive and organizational maintenance on section equipment
- e. Prepare inventory documents and operate office computers
- f. Coordinate procedures for shipping, receiving, storing and issuing stock
- g. Execute stock control and accounting procedures
- h. Conduct research on lost and or misshipments
- i. Produce inventory schedules and coordinate labor to inventory large shipments and stock
- k. Track inbound shipments

**4.19.2** Contractor shall be notified at least 30 days prior to mobilization.

**4.19.3 Education and Experience** – Associate degree with two years of experience related to supply/logistics. Degree/experience may be waived based on combination of both requirements and type of work experience. Level II writing, speaking, reading English and Level IV Spanish required. Must have daily working computer skills to include Microsoft Office Business Suite of applications (Power Point, Excel, Access, Outlook, Word, etc). Must know or be able to quickly learn (6 months) and use DoD supply data based systems.

**4.20** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**4.20.1 Ground/Air Shipping Clerk (HAZMAT) (Shipper, Receiver, Packer)**

a. The Contractor shall have at least one (1) Hazardous Material (HAZMAT) qualified and certified personnel to manage the storage of HAZMAT materials.

b. HAZMAT specialist will be trained and qualified to certify at a minimum CL2 (Hazardous Gases), CL 3 (Flammable Liquids, CL 4 (Flammable Solids), CL 5 (Oxidizers), CL 8 (Corrosive Material and CL 9 (Miscellaneous) HAZMAT on selected transportation modes as prescribed by the USMILGP LOGMIS, i.e. truck, air or sealift. At a minimum, the specialist will be trained in packaging, preparation, marking, labeling, certification, and all other aspects of the governing modal regulation relevant to the specific HAZMAT within the individual's specialty.

c. HAZMAT specialists must have successfully completed one of the following courses prior to starting work.

(1) Hazardous Waste Management and Manifesting Course, offered by USACE Professional Development Support Center ATTN: CEHR-P-RG (Registrar) Box 1600 Huntsville, AL 35807-4301 DSN: 760-7421, Commercial: 256 895-7421, Fax: 7469 Web address: <http://www.hnd.usace.army.mil/>

(2) Transportation of Hazardous Material (HM)/HW for DOD, offered by DLA Training Center (DTC) P.O. Box 3990, East Broad Street, Building 11, Section 5 Columbus, OH 43216-5000 DSN: 850-5990, Commercial: 616 692-5990 Toll free: 800 458-7903 Web address: <http://www.dtc.dla.mil/>.

(3) Department of Transportation certified HAZMAT training course recognized by the Department of the Army and Department of the Air Force.

#### **4.20.2 Data Entry Clerk/JLSF FMS Clerk**

- a. High school degree required.
- b. Must have current US or Colombian drivers license
- c. Must have two years experience within the last three years processing receipts of Foreign Military Sales (FMS) repair parts and materials into the Security Cooperation Information Portal (SCIP).
- d. Must have basic knowledge of warehouse procedures and knowledge how to nationalize repair parts and materials through the COLMIL customs warehouses.
- e. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II)

#### **4.20.3 Store Clerk/Unit Supply/SSSC Clerk**

- a. High school degree required.
- b. Must have current US or Colombian drivers license
- c. Must have two years experience within the last three years operating a self service store or equivalent.
- d. Must possess a training certificate in PBUSE STAMIS.
- e. Must have the ability to prepare necessary documentation (manual or automated) to account for property through hand-receipt holder level, supply regulations regarding property accountability, word processing software and have the ability to perform basic clerical tasks.
- f. Must have basic knowledge of warehouse procedures.
- g. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II).
- h. Must know basic accounting functions and how to keep accurate records.
- i. Must have two years experience within the past three years operating light vans, pickups, automobiles, hand trucks, and pallet jacks.
- j. Must be able to lift safely and carry 45 pounds for short distances.

### **5.0 Property Accountability Support: Exhibit D – Primary Hand Receipt Holders**

**5.1** The Contractor shall provide assistance to the U.S. Government PBO with orders, issues, inventories, adjustment records, site surveys, PR&C processes, and all other functions related to property accountability. Government property are located throughout Colombia, with the majority of the property located in Bogota and Melgar. Personnel shall be trained and qualified to operate associated STAMIS equipment to include but not limited to PBUSE and GFEBs.

**5.2** The contractor shall perform tasks related to receipt, inspections, inventory, loading and unloading stocks of supplies, segregate, store, issue of CLASS II and IV (expendable supplies) and CLASS VII (Non-expendable supplies) and turn in of organizational and installation supplies and equipment. The contractor shall maintain

automated hand receipts for accounting of organizational and installation supplies and equipment through PBUSE. The Contractor shall post change documents as they occur.

**5.3** Contractor personnel shall be knowledgeable and trained on the use of SLAMIS (The Standard Study Number-Line Item Number Automated Management and Integrating System ) to get Line Item Numbers (LINs) and National Stock Numbers (NSNs) for each piece of equipment. The Contractor shall update LINs and NSNs as changes occur and update catalog as required by the Chairman of the Joint Chief of Staff Manual, CJCSM 57-60.01, Records Management Manual. The Contractor shall request status for all requisitions and reconcile all requisitions. The Contractor shall classify all equipment by PBICs (Property Book Identification Codes). The Contractor shall reconcile all property with JTA (Joint Table Authorization) annually. The Contractor shall ensure that all forms are filled out correctly and maintain all files IAW regulations. The Contractor shall provide daily reports to Property Book Officer as required.

**5.4** As part of the PBO process, the Contractor shall prepare “Actas de Entrega (Turn Over),” “Donacion (Donation),” or “Prestamo (loan)” memorandums for all supplies, material, equipment, and property issued to the GOC or COLMIL Ministry of Defense (MoD). These documents shall be completed in both English and Spanish. The Acta de Entrega serve as a legal accountability transfer document between forces. Donacion serves as a free issue and no accountability is required. Prestamo serves as a hand receipt of US Property that is on loan to the COLMIL. The Contractor shall, in coordination with the PBO and applicable USMILGP Mission, prepare, issue, receive, file, and maintain these documents IAW applicable regulations, policies, and SOPs.

**5.5 PR&C Processing:** The Contractor shall receive, review, assign document numbers, obtain PBO signature and forward PR&Cs to the MILGP RMO for processing within 48 hours. The Contractor shall ensure PR&Cs are filled out correctly, edit nomenclature and price; assign a document number based on type of service to be provided and the class of supplies requested. The Contractor shall contact the initiator when errors are found and corrections need to be made. The Contractor shall reconcile initiators once a month to update the status on PR&Cs. The Contractor shall be required to meet with RMO and MILGP contracting office as required to update the PR&C database. The Contractor shall update the data base, Integrated Property Accountability and Control (IPAC) program, and document register each week or as prescribed by the PBO. The Contractor shall maintain a tracking register with the RMO. The Contractor shall be responsible for closing document register entries, IPAC data base, and contacting the RMO and contracting office when equipment is received. The Contractor shall keep copies of all PR&Cs and contracts in the data base. The Contractor shall prepare reports every week and submit them to the PBO, as required. The Contractor will follow up on all open requests past 30 days. The Contractor will coordinate closely with the PBO on all NSN items ordered by the PR&C process. The Contractor shall monitor closely to avoid Unauthorized Commitments (UACs) and Unforecasted Requirements (UFRs).

**5.6** Monthly Key Inventory Reports. Contractor shall conduct and provide monthly key inventories IAW AR 190-51 (Security of Unclassified Army Property (Sensitive and Nonsensitive). The Contractor shall maintain all key boxes at 100% inventory accuracy. The Contractor will conduct a monthly inventory of the key box and provide a written report to the PBO three (3) days after inventory. Discrepancies will be reported to the PBO immediately when a key is missing and unaccounted for.

**5.7** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**5.7.1 PBO/PBUSE Clerk (Data Entry Clerk)**

- a. High school degree required.
- b. Must have current US or Colombian drivers license
- c. Must have three years experience within the last three years in property accountability from the Unit supply level through hand-receipt holder level.

- d. Must possess a training certificate in PBUSE STAMIS (Standard Army Management Information System).
- e. Must have the ability to prepare necessary documentation (manual or automated) to account for property through hand-receipt holder level, supply regulations regarding property accountability, word processing software and have the ability to perform basic clerical tasks.
- f. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II).
- g. Possess a certificate for training in the Property Book Unit Supply Enhanced (PBUSE) system or attain the training certificate within 60 days of employment.
- h. Must have two years experience with inventory procedures dealing with basic issue items (BII), component of end items (COEI), additional authorized listings (AAL) and managing equipment fielded to a unit with no National Stock Number (NSN) within the past 3 years.
- i. Must have experience with Army standardized supply regulations (specifically DA Pam 710-2-1 Unit Supply System), policies, procedures or other written or verbal instructions relating to receipt and/or issue of stock or property items.
- j. Must have demonstrated knowledge of supply documentation dealing with hand receipts (DA 3161), sub-hand receipts and shortage-annex procedures.

#### **5.7.2 PBUSE Unit/Organization Clerk (Data Entry Clerk)**

- a. High school degree required.
- b. Must have current US or Colombian drivers license
- c. Must have three years experience within the last three years in property accountability from the Unit supply level through hand-receipt holder level.
- d. Must possess a training certificate in PBUSE STAMIS.
- e. Must have the ability to prepare necessary documentation (manual or automated) to account for property through hand-receipt holder level, supply regulations regarding property accountability, word processing software and have the ability to perform basic clerical tasks.
- f. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II).
- g. Possess a certificate for training in the Property Book Unit Supply Enhanced (PBUSE) system or attain the training certificate within 60 days of employment.
- h. Must have two years experience with inventory procedures dealing with basic issue items (BII), component of end items (COEI), additional authorized listings (AAL) and managing equipment fielded to a unit with no National Stock Number (NSN) within the past 3 years.

i. Must have experience with Army standardized supply regulations (specifically DA Pam 710-2-1 Unit Supply System), policies, procedures or other written or verbal instructions relating to receipt and/or issue of stock or property items.

j. Must have demonstrated knowledge of supply documentation dealing with hand receipts (DA 3161), sub-hand receipts and shortage-annex procedures.

### **5.7.3 PRC Processing Clerk (Purchasing Documentation Clerk)**

a. High school degree required.

b. Must have current US or Colombian drivers license.

c. Must have three years experience within the last two years reviewing PR&C document data requirements and provide customers feedback on correcting the PR&Cs.

d. Shall have good oral and written communication skills in Spanish (Level II) and English (Level II).

**6.0 Cargo/Transportation and Customs Support (Exhibit E - Cargo Received/Processed, Cargo Transported, and Customs/Nationalization Transactions):** The Contractor shall be responsible for all USMILGP cargo/transportation and customs support requirements. The Contractor shall provide customs clearance technicians to assist the U.S. Government with customs clearance of Channel Flights, cargo arriving at seaports, import and export of MILGP cargo, Household Goods and commissary shipments, special customs procedures connected with unit deployments and redeployments in Colombia and other transportation tasks as required by the Logistics Mission.

**6.1** The Contractor shall establish a transportation and customs operations section to manage, coordinate, monitor, track, schedule, conduct, liaise all air/surface, inter/intra theater transportation and customs/nationalization support functions as required by the USMILGP and its supported agencies. Contractor shall interact and coordinate with U.S. Embassy, Direccion de Impuestos y Aduanas Nacionales (DIAN), COLMIL personnel, COLMIL Base Commanders, COLMIL MoD authorities, commercial carriers, Air Mobility Command (AMC), AMC Station Manager, SOUTHCOM Deployment and Distribution Operations Center (SDDOC), Support Deployment and Distribution Command (SDDC) and other U.S. and COG and commercial agencies as required. Contractor shall be able to establish accounts and gain access /visibility for all necessary U.S. Government transportation In-Transit Visibility (ITV) systems as required to maintain visibility of incoming cargo and transportation systems.

**6.2** The Contractor shall coordinate with the Embassy, DIAN, COLMIL and other agencies regarding customs/transport issues. Contractor shall ensure all importation/exportation actions are completed to ensure legal importation and exportation of all USMILGP cargo (all classes of supply and cargo/equipment) to include Foreign Military Sales (FMS) items. Contractor shall ensure all cargo is properly documented, registered (to include in the Colombian DIAN automated system), tracked and shall ensure all imported, non-nationalized cargo is exported on time (in its entirety), extended, or nationalized upon request. Contractor shall coordinate passenger immigration requirements with Departamento Administrativo de Seguridad (DAS) when specifically requested by USMILGP.

**6.3** Utilizing GFP/GFE or other available U.S. Government transportation (air or surface) to the fullest extent possible, Contractor shall be responsible to coordinate, arrange, pickup, drop-off, provide labor, and transport palletized or loose cargo and equipment to and from local Bogotá airfield flight lines, warehouses, and storage facilities and to areas outside Bogotá. When GFP/GFE is insufficient, incapable, unavailable, or specifically unauthorized based on force protection policies to meet the transportation requirements, Contractor shall arrange for contracted transportation support based on written approval by the COR/KO. The contractor shall notify PBO/COTR within 24 hours of over, short, or damaged cargo/equipment.

**6.4** The Contractor shall provide leased vehicles, when needed, for the USMILGP for internal/external support. Contractor shall obtain COR approval prior to incurring cost. Contractor shall provide at least three (3) quotes from vendors when obtaining COR approval. Cost incurred without prior COR approval shall not be reimbursed.

**6.5** Contractor shall be able to properly breakdown, inventory, inspect, prepare and store general, sensitive, and hazardous cargo for shipment, to include but not limited; to containerizing, palletizing, properly packaging, inspecting packaging, weighing loads, protecting from the elements, preparing shipping labels, all required forms, records, and accompanying documentation, to include hazardous material certification, providing Transportation Control Numbers (TCNs), and other DoD, DoS, and shipping forms as required.

**6.6** Contractor shall coordinate air/vessel crew and craft services, transport, lodging, and force protection briefings, and other support when requested by the USMILGP

**6.7** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**6.7.1 Transportation Manager.** This is a key personnel position. For qualifications, refer to Par 2.1.6.1.

**6.7.2 Customs / Customer Service Specialist**

- a. High School Degree required.
- b. Minimum three years experience in customs and cargo transportation support within the past five years.
- c. Shall have good oral and written communication skills in Spanish (Level IV) and English (Level III).
- d. Must have a HAZMAT Cargo certification training at a DoD recognized school or Colombian school recognized by the Colombian DIAN.

**6.7.2.1** This position requires travel outside of Bogota.

**6.7.2.2** This position requires flexibility in work hours on certain days where operations start times need to vary no more than five hours.

**6.7.3 Customs Agent/Cargo & Freight Agent**

- a. High School Degree required
- b. Minimum three years experience in customs and cargo transportation support within the past five years.
- c. Shall have good oral and written communication skills in Spanish (Level IV) and English (Level III).
- d. Shall have three years experience within the past five years working in a warehouse, receiving room or stockroom.
- e. Must have two years experience within the past five years with USTRANSCOM airlift and sealift tracking software.

**6.7.2.1** This position requires travel outside of Bogota.

**6.7.2.2** This position requires flexibility in work hours on certain days where operations start times need to vary no more than five hours.

**7.0 Installation Customer Support (Exhibit F – Apartment Density List):** The Contractor shall be 100% responsible for installation customer support consisting of Apartment/ Housing Administration, Household Goods (HHG), and other customer support functions as designated.

**7.1 Apartment/Housing Administration:** Functions include but are not limited to:

a. Finding, inspecting, coordinating maintenance, coordinating USMILGP force protection and/or Embassy Regional Security Office (RSO) security inspections, managing apartment correspondence, managing apartment residents' complaints, and overall coordination of all aspects associated with managing leased apartments/housing for the USMILGP. Ensure complaints are resolved accordingly in a timely manner. This applies to both TDY and permanent party (PCS) apartments.

b. Work with TDY personnel for assignment of appropriate apartments/rooms to ensure their stay is satisfactory and that they clear their apartment IAW with the checklist stated under Par 7.5.

c. Ensure U.S. Government-provided apartments and furnishings for TDY personnel are accounted for, all damages reported, properly investigated and billed.

d. Coordinate all administrative functions for apartment services, repairs, and inventories. Coordinate with landlords for all apartment service and contract requirements.

e. Track apartment lease payments and work directly with RMO and Contracting Office.

f. Serve as a liaison and representative between the USMILGP and the Embassy General Service Office (GSO)

g. Perform Quality Assurance and Quality Control (QA/QC) functions for all apartment contracts. For TDY apartments, the contractor will report violations of written USMILGP apartment policy, standard operating procedures, and complete reports as requested. Ensure TDY apartment property is accounted for IAW AR 735-5 (Policies and Procedures for Property Accountability).

h. Inspect apartments at a minimum, every quarter to ensure apartments are properly maintained. Provide inspection report to the COR/KO within five days after inspection.

i. Work with PCS personnel and families and coordinate with authorized realtors to find apartments within the US Embassy GSO approved areas and assist with all aspects associated with the leasing permanent party apartments. This function includes finding, contracting, maintaining, resolving complaints, clearing individual contracted apartments. Ensure resident complaints are resolved in a satisfactory and timely manner. Inspects Corps of Engineers (COE)-contracted apartments, at a minimum quarterly. Provide inspection reports to the COR/KO within five work days after inspection.

**7.2 Household Goods (HHG) Delivery/Shipments (Exhibit G – HHG Movement Outbound):** In coordination with U.S. Embassy General Services Office (GSO), DoD and DoS HHG transportation offices, other offices as required, and the individual on orders, arrange for receipt, shipment, and storage of all types of HHG/freight being shipped IAW all applicable Personal Property Traffic Management, Embassy, and other applicable regulations/directives. The Contractor shall render technical advice and assist authorized customers in preparation of necessary forms covering personal property shipment entitlements, lost or damaged material and claims.

**7.3** The Contractor shall establish a Housing SOP. The SOP shall be submitted to the COR within thirty (30) days of contract award for review and approval.

**7.3.1** The Contractor shall coordinate with the MILGP J1 for arrivals and departures of personnel as required.

**7.3.2** The Contractor shall coordinate with other vendors contracted by the USMILGP or JLSF Procurement

Section to maintain Government-provided furniture and appliances. When required, the Contractor shall escort other contractors and remain at the work location until the work is completed. The Contractor shall coordinate with residents or guests concerning work orders prior to initiating the work.

**7.3.3** The Contractor shall provide answers to customer inquiries regarding Housing services including but not limited to: pest control, laundry facilities, cable and or satellite service, telephone and or internet service, fire safety, and other housing related queries.

**7.3.4** Welcome Packet. Contractor shall develop and distribute upon arrival a welcome packet approved by the USMILGP including, but not limited to, the following: work order request procedures for repairs and maintenance of TDY apartments to include furniture and appliances; places of interest and restaurants; and select USMILGP Policies as requested by the COR. The Contractor shall update the welcome packet as changes require.

**7.4** Housing Locator List. Contractor shall update the apartment locator list daily with coordination with the MILGP J1.

**7.5** Apartment Checklists and Reports. Contractor shall develop and submit to the COR for approval an apartment pre-occupation inspection checklist and a final clearance inspection checklist. The Contractor shall perform pre-inspections NLT 30 days out, and final inspections using the respective checklists for permanent and non-permanent billeting. The Contractor shall complete a damage report to document deficiencies and initiate supply documents IAW AR 735-5 (Policies and Procedures for Property Accountability ) through the PBO.

**7.6** Contractor shall ensure non-permanent (TDY) party quarters are serviceable for immediate reissue to new occupants within one day of having been vacated.

**7.7** Housing Inventory and Inspection Reports. Contractor shall conduct a joint inventory and inspection with TDY personnel prior to departure in order to identify damages, inventory discrepancies, and proper placement of furniture and removal of the entire unit's equipment. The Contractor shall document the inventory and identify any damages, provide a copy to the J1 and J4, and maintain a copy on file in the housing office. The Contractor shall submit a work order to the Work Order desk for damage to Government provided furnishings or structure. The Contractor shall coordinate with the PBO a Financial Liability Investigation of Property Loss (FLIPL) for furnishings that are damaged and/or missing.

## **7.8 Primary Furnishing Management Functions**

**7.8.1** The Contractor shall requisition, stock, store, issue and receive housing furnishings IAW AR 420-1 – (Army Facilities Management). The Contractor shall store refrigerators, washer/dryer combos, microwaves, small freezers welcome kits (pots, pans etc ), plastic tables and chairs at the JLSF for unused furnishings. The USG will provide the housing furnishings and adequate warehouse storage areas for all required amounts of float furnishings.

**7.8.1.1** The contractor shall not procure appliances, but will make a recommendation to the COR if any appliance needs to be re-stocked.

**7.8.2** The Contractor shall complete and maintain occupant and unit hand receipts for issued furnishings IAW Army Regulation 735-5 (Policies and Procedures for Property Accountability). The Contractor shall utilize Property Book Unit System Enhance (PBUSE) for property accountability and hand receipt generation. The Contractor shall maintain no less than 100% of all hand receipts at 100% accuracy.

**7.8.3** Monthly Housing Furnishings Inventory Report. Contractor shall support the USG's monthly cyclic property inventories and 100% inventory schedule IAW PBO schedule.

**7.8.4** The Contractor shall transport furnishings to and from storage warehouse and housing facilities. The Contractor will coordinate with subcontractors to install refrigerators and washer/dryers.

**7.8.5** Purchase Requests for Furnishings. The Contractor shall initiate purchase requests for additional or

replacement furnishings, as required, through the COR and hand receipt holder IAW AR 735-5 ( Policies and Procedures for Property Accountability).

**7.8.6** The Contractor shall turn-in and pick up furnishings requiring repair or disposal. The Contractor shall prepare and complete all repair and turn-in documentation.

**7.8.7** The Contractor shall prepare all excess or unserviceable furniture for turn-in. The Contractor shall turn-in all excess or unserviceable furniture within 60 days after being identified as such.

**7.9** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**7.9.1 Housing/Lending Closet Clerk (Customer Service Specialist)**

- a. High School diploma is required and two years of full time post secondary study
- b. Contractor will possess computer skills to manage spreadsheet and word processing programs.
- c. Contractor shall have excellent interpersonal skills, be able to effectively communicate instructions and issues with TDY personnel and apartment owners.
- d. Contractor shall be able to speak and write in Spanish (Level IV) and English (Level III)
- e. Shall be knowledgeable of the military customs and courtesies
- f. Two years experience in working with the public, clerical or as a realtor are desired
- g. Must be able to work under pressure, have excellent interpersonal skills and outstanding customer service skills

**7.9.2 Household Goods Clerk (Customer Service Specialist)**

- a. High School diploma is required and two years of full time post secondary study
- b. Two years of Household Goods or furniture warehouse experience including three years of providing general customer service support.
- c. English Level III (good working knowledge) is required; Spanish Level IV (fluent) is required
- d. Must have good working knowledge of general office operations. Must be able to coordinate with excellent interpersonal skills, be able to effectively communicate instructions and issues with Permanent Party personnel and Department of the Army Installation Transportation Office, Ft Buchanan, P.R
- e. Must be able to work under pressure, have excellent interpersonal skills and outstanding customer service skills

**8.0 Vehicle Maintenance Operations (Exhibit H – Vehicle Density List and Exhibit I – Vehicle Services Report):** Contractor shall be 100% responsible for all vehicular preventive maintenance, maintenance/repairs, services, and any authorized contracted maintenance operations for approximately 100 Light Armored Vehicles (LAV) / commercial or military vehicles. Vehicle models include, but are not limited to, Ford, Chevrolet, GMC, Toyota, KIA, etc.

**8.1** The Contractor shall comply with the Army Maintenance Management Systems policies DA PAM 750-8 (The Army Maintenance Management System (TAMMS) ) and AR 750-1 (Army Materiel Maintenance Policy) and other applicable regulations. The Contractor shall maintain, within the motor pool, facility records of all

maintenance functions performed on each piece of equipment for review by the U.S. Government. The records shall be in English.

**8.2** Maintenance functions include but are not limited to: corrective, preventive, scheduled, repair and maintenance services such as suspension, differentials, axles, brakes, air conditioning, electrical system, armoring, diagnostic/troubleshooting, wheel alignment, wheel balance, exhaust systems, coolant systems, oil change, detailing, cleaning, lubrication, tires, engine, transmission, minor/major repairs, minor body work, and other maintenance and repairs required to operate the vehicles. Contractor shall perform preventive maintenance, repairs, and services in accordance with owners/manufacturers' manuals, and armor manual specifications.

**8.3** The Contractor shall submit an equipment maintenance schedule to the motor pool supervisor and COR weekly. The schedule shall show the tasks to be performed, the specific equipment and the date for the scheduled maintenance. The Contractor shall be responsible, in coordination with the USMILGP Dispatch Office to notify customers of scheduled services five (5) days in advance.

**8.4** The Contractor shall be responsible, as part of the SSA and Motor Pool Operations, to stock, order and maintain materials, repair parts, fuel coupons, and lubricants required to perform all automotive repairs and services and support the USMILGP operations in Colombia. Contractor shall be responsible to track repair/service costs by vehicle.

**8.5** When a vehicle maintenance/repair cannot be performed at the JLSF maintenance operations, the Contractor shall submit a repair request to the U.S. Government motor pool supervisor and COR detailing why the repair cannot be completed by the contractor, the estimated cost of repair, and the proposed source for maintenance. Contractor shall obtain approval from the COR prior to subcontracting the repair work. If the contractor proceeds with subcontracting work prior to COR approval, any cost incurred prior shall not be reimbursed.

**8.6** The Contractor shall maintain a 93% or above readiness/availability rate for all designated USMILGP vehicles to include GFP. If less than 93%, contractor shall provide an equivalent replacement vehicle. Replacement vehicles shall be Level III (minimum) protection IAW the National Institute Justice (NIJ) standards. Availability rates do not include vehicles the U.S. Government has designated as decommissioned (non repairable, pending turn in, etc.) or those pending repair based on a vehicular accident investigation.

**8.7** The Contractor shall provide vehicle transportation support for vehicles that are in maintenance, services, VIP/Special Visitors, and USMILGP internal/external support.

**8.8** The Contractor shall dispose all hazardous material (e.g. oil, filters, batteries, acid, scrap metal/wood, etc.) IAW Colombian environmental regulations.

**8.9** Contractor as requested may perform preventive maintenance on USG Owned heavy vehicle equipment throughout Colombia.

**8.10** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**8.10.1 Lead Auto Foreman (Service Manager Automotive)**

- a. Completion of high school and four years of full time automobile service study
- b. Minimum five (5) years of management experience in automotive service and five (5) years as a service technician within the past 12 years.
- c. Requires English Level III (working knowledge) and Spanish Level III (working knowledge)
- d. Must have excellent communication skills with customers, suppliers, and employees

- e. Must have knowledge in automotive test equipment for balancing tires, computer diagnostic monitors, and hand tools, hydraulic lifts, automatic oil and brake fluid dispensers.
- f. Shall have a valid US or Colombian driver's license.
- g. Shall have certification in five (5) or more automotive systems. Acceptable training certificates include but not limited to Colombia SENA or Manufacturers Technical schools, ie Toyota, Chevrolet).
- h. Certified as SAMS-E Operator.
- i. Knowledgeable in operating an automotive repair facility
- j. Must be able to communicate clearly with the motorpool personnel and repair parts vendors and outside repair shops.
- k. Must have three years experience maintaining records, running an office and archiving files.
- l. Training in industrial safety and handling of hazardous material and fluids preferred

#### **8.10.2 Auto Floor Foreman (Mechanic Foreman)**

- a. Completion of high school and two years of full time automobile service study
- b. At least four (4) years of experience in automotive mechanical diagnosis, problem solving and repair experience.
- c. Must be HAZMAT knowledgeable in handling gasoline, oils, corrosive batteries, and degreasers
- d. Shall have a valid US or Colombian driver's license.
- e. Shall have certification in three or more automotive systems. Acceptable training certificates include but not limited to Colombia SENA or Manufacturers Technical schools, ie Toyota, Chevrolet).
- f. Knowledgeable with SAMS-E Operator program
- g. Knowledgeable in operating an automotive repair facility
- h. Requires English Level II (limited) and Spanish Level III (working knowledge)
- i. Must be able to communicate clearly with the motorpool personnel
- j. Must have experience maintaining records, tool room and scheduling calibration of critical automotive equipment.
- k. Training in industrial safety and handling of hazardous material and fluids preferred

#### **8.10.3 QA/QC Internal/External Inspector (Auto)**

- a. Must have a high school diploma or equivalent certificate
- b. Must have five (5) years of related experience including vehicle maintenance QA/QC
- c. Knowledge of large fleet management operations or equivalent experience preferred

d. Shall have certification in three or more automotive systems. Acceptable training certificates include but not limited to Colombia SENA or Manufacturers Technical schools, ie Toyota, Chevrolet).

e. Knowledgeable in armoring vehicle techniques

Shall have a valid US or Colombian driver's license.

f. Knowledgeable with SAMS-E operator program

g. Requires English Level II (limited) and Spanish Level III (working knowledge)

h. Must be able to communicate clearly with the motorpool personnel

i. Experience working in an ISO 9001 environment preferred

j. Must have a valid driver's license – please specify whether this is US or Colombian

#### **8.10.4 Auto Mechanic (Auto Services Technician/General Automotive Techs/Electrical Specialist/General Techs/Wheel Alignment Specialist/General Tech)**

a. Must have a high school diploma or equivalent certificate

b. Must have five years of experience in the automotive specialty requested.

c. Certified in automotive repair. Acceptable training certificates include but not limited to Colombia SENA or Manufacturers Technical schools, ie Toyota, Chevrolet).

d. Knowledgeable in vehicle armoring techniques

e. Requires English Level I (limited) and Spanish Level II. Must be able to read, write and speak clearly in Spanish.

f. Shall have a valid US or Colombian driver's license.

g. Experience working in an ISO 9001 environment preferred

h. Understanding of Ford 350 Vans, Toyota Land Cruiser and Chevrolet Suburbans preferred

i. Must have experience using repair shop testing equipment and service equipment

j. A minimum of basic understanding of a PC and Microsoft office products required.

#### **8.10.5 SAMMS-E Clerk (Data Entry Clerk)**

a. Must have a high school diploma or equivalent certificate

b. Must demonstrate the ability to use personal computer

c. Must be trained or have experience utilizing the U.S Army's SAMS-E program

d. Must pass SAMS-E proficiency evaluation within 60 days

e. Shall have good oral and written communication skills in Spanish (Level III) and English (Level II)

- f. Shall have a valid US or Colombian driver's license.
- g. Must be knowledgeable on automotive repair parts

#### **8.10.6 General Laborer (Automotive Detailer)**

- a. High school diploma required.
- b. Experience using industrial cleaning solutions preferred
- c. Minimum three years experience working in vehicle detailing or similar job
- d. Must have experience to operate cleaning equipment and power buffing tools
- e. Must be able to lift 45 lbs and in good physical condition.
- a. Shall have a valid US or Colombian driver's license.
- g. Must be able to work outdoors
- h. Shall have good oral skills in Spanish (Level II)

#### **8.10.7 Heavy Equipment Mechanic**

- a. Must have a high school diploma or equivalent certificate
- b. Graduate of specialized training in diesel engines, pneumatic systems repair including trouble shooting
- c. Must have five years of experience with heavy truck maintenance.
- d. Certified in automotive repair
- e. Requires English Level I (limited) and Spanish Level II. Must be able to read, write and speak clearly in Spanish
- f. Shall have a valid US or Colombian driver's license.
- g. Experience working in an ISO 9001 environment preferred
- h. Must have experience three years experience using repair shop testing equipment and service equipment
- i. A minimum of basic understanding of a PC and Microsoft office products required

**8.11 Mobile Maintenance Team (MMT):** The Contractor shall provide a team of up to three personnel to conduct maintenance of USMILGP vehicles throughout SOUTHCOM AOR, on an as needed basis. Travel expenses shall be reimbursed IAW the provisions under Para 20.4. The MMT is normally required in increments of 30 days at a time. The MMT shall perform vehicle maintenance activities on military and commercial design general purpose vehicles and equipment. Activities include inspection, diagnostics, and repair.

**8.11.1** Contractor shall be notified at least 30 days prior to mobilization.

**8.11.2 Education and Experience:** Maintenance personnel shall have five years experience in automotive maintenance and repairs. Successful completion of a vocational training program in automotive service technology is required.

## **9.0 General Security/Force Protection**

**9.1** The Contractor shall be 100% responsible for security of the JLSF and all supplies and equipment located in this facility, to include security cameras, monitors, and other security components. The Contractor shall provide fully trained, Colombian certified, RSO approved, armed security guards, 24 hours a day, 365 days a year at the JLSF, for both internal/external perimeter roving guard and three entrance/exit locations with four guard posts. In addition to securing the compound, property, and personnel, security guards are required to inspect all vehicles and personnel entering and exiting the compound in accordance with U.S. Embassy RSO, USMILGP Force Protection, Contractor, and company force protection and anti-terrorist policies and guidelines as applicable. Security guards shall be required to wear a distinctive uniform that clearly identifies them as security personnel with the name of the company and their last name. Guards shall be equipped with appropriate licensed individual communications equipment to maintain contact with each other, their central office, and public security forces as required. The U.S. Government will not provide or coordinate any day-to-day security or force protection requirements or support.

**9.2 Key Control.** The Contractor shall maintain 100% key control for all GFP/GFE in accordance with AR 190-51 (Physical Security of Unclassified Army Property ), internal SOP, and other applicable regulations. The key control prohibits the use of keys issued to the Contractor employees by any person other than authorized Contractor employees.

**9.2.1** The Contractor shall provide immediate verbal notification of any occurrence of duplicated, misplaced, or lost keys to the PBO and COR. A written report shall be submitted to the COR by close of business the next workday. The written report shall provide complete details relating to duplication, misplacement, or loss.

**9.2.2** In the event a key is duplicated, misplaced, or lost, all locks and keys for that system will be replaced at the discretion of the Government. The Contractor shall reimburse the Government the costs to replace locks, or Government property stolen associated with keys being duplicated, misplaced, or lost by Contractor personnel.

**9.3** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

### **9.3.1 Lead Security Guard**

- a. Completion of high school required
- b. At least five (5) years of experience as a security guard.
- c. Certification required on basic security and inspection procedures. Acceptable training certificates include but not limited to Colombia SENA or Omnitempus, G4S etc. training programs).
- d. Possesses Colombian small arm weapons permit
- e. Shall have a valid US or Colombian driver's license.
- f. Requires English Level II (Limited) and Spanish Level III (working knowledge)
- g. Skill in observing situations and decision making
- h. Evidence of leadership skills

### **9.3.2 Security Guard**

- a. Completion of high school required
- b. At least 2 years of experience as a security guard
- c. Certification required on basic security and inspection procedures. Acceptable training certificates include but not limited to Colombia SENA or Omnitempus, G4S etc. training programs).
- d. Possesses Colombian small arm weapons permit
- e. Shall have a valid US or Colombian driver's license.
- f. Requires English Level II (Limited) and Spanish Level III (working knowledge)

## **10.0 Facilities and Equipment Maintenance and Support**

**10.1** The Contractor shall provide all services, resources, and management necessary for facilities and equipment maintenance in support of the JLSF. The services required are but not limited to: infrastructure, utilities, and facilities, to include water, sewage, electrical, general utility networks, heating, air conditioning, flood control etc. The Contractor will conduct a facility technical evaluation (TE) every six months and coordinate the update of the TE with the COR, as required to identify infrastructure, utilities, and facilities that require maintenance and/or operation under this contract and to provide the report to the facility owners for corrective actions.

**10.2** The Contractor shall provide maintenance management, coordination and maintenance support for facilities, office equipment and automation (i.e. printers, faxes, photocopiers, etc.), apartments, minor maintenance and repairs, remodeling and construction support to the USMILGP throughout Colombia as required, coordinated and expressly directed by the KO/COR. Sites in Colombia include but are not limited to Bogota (JLSF, CAN, CATAM, etc), Bucaramanga, Barranquilla, Cali, Laramdia, Melgar, La Macarena, Palanquero and other areas in coordination with the USMILGP and USSOUTHCOM components.

**10.3** The Contractor shall provide the manpower, to include tools, materials, supplies, equipment, transportation, communication, and other services necessary to perform prescribed duties. Except for very minor maintenance work, contractor personnel shall have three years experience in conducting electrical, plumbing, and building maintenance and repairs for a warehouse/motor pool facility and shall possess the corresponding licenses and/or certifications. Maintenance includes but is not limited to general facilities maintenance (walls, electrical, generator, roof, plumbing, air conditioning, painting, etc) and office equipment maintenance (shredders, faxes, copiers, etc). All site visits must be coordinated and authorized by the appropriate USMILGP and/or COLMIL agency.

**10.4** Every project/repair effort for this contract requirement shall be individually priced at the time of the request and approved by the COR prior to initiating work. The contractor shall respond and correct emergency maintenance situations within 6 hours of notification. Preventive maintenance support will be accomplished within 48 hours of the work started and shall be coordinated at least 5 days in advance. Corrective maintenance response shall be within two hours of being notified.

**10.5** The contractor shall provide plumbing, electrical, telephone and sewage support. The contractor will analyze requirements, prepare a plan for the COR to review, and execute the plan with oversight provided by the LOGMIS Engineer Officer. The Contractor will manage the utilities for the JLSF and locations outside of Bogota designated by the USMILGP Commander that require utilities support for USSOUTHCOM and USMILGP Operations. The Contractor may be required to repair and installation of minor indoor electrical wiring and plumbing projects.

**10.5.1** The Contractor will plan and supervise the establishment, operation, and maintenance of the JLSF water filter systems, storage, and warehouse. At the JLSF and locations outside of Bogota, the Contractor will have the expertise to identify maintenance and repair to electric power generating sites, above ground, and overhead electric power distribution systems; and shower and laundry services.

**10.5.2** The Contractor will coordinate and supervise the installation, maintenance and repair of heating, air conditioning (to include automotive, and refrigeration equipment; and the maintenance and repair of the electrical systems on engineer and general supply equipment.

**10.5.3** The Contractor will supervise water quality assurance, field sanitation, sewage, and waste disposal, as required. The Contractor will manage materials, supplies, equipment, transportation, communication, and other services necessary to perform prescribed duties. All site visits must be coordinated and authorized by the appropriate USMILGP and/or COLMIL agency. The Contractor will collect water samples to test for mercury and bio Hazards IAW US Embassy-Colombia water test standards.

**10.6** Major maintenance and repairs will be the responsibility of the facility owner. Facility owners shall notify the USMILGP to coordinate any major repairs required their facility.

**10.7** The contractor shall stock, order and maintain materials, repair parts, and equipment required to perform all facilities maintenance repairs and services.

**10.8** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**10.8.1 Facilities Maintenance Manager**

- a. Associates/Bachelors in engineering or business management are preferred.
- b. Three years of facility maintenance experience within the past five years.
- c. Must have current US or Colombian drivers license
- d. Knowledge of techniques involved in preventive maintenance for sewage systems, generators, facility light fixtures, housekeeping, and minor construction.
- e. Two years experience supervising maintenance sub-contractors
- f. Requires English Level II (Limited) and Spanish Level III (working knowledge)

**10.8.2 Maintenance & Repair Worker (General Handyman)**

- a. High school diploma required
- b. Requires English Level I (Limited) and Spanish Level III (working knowledge)
- c. Ability to safely operate small electric tools, i.e. drills, paint gun, pressure cleaner
- d. Technical, vocational, or on the job training in the following areas: air conditioners, plumbing, electrical, and masonry. Certification in air conditioner service, plumbing, electrical, and masonry is required. Acceptable training certificates include but not limited to Colombia SENA or other Colombian trade school.
- e. Must have current US or Colombian drivers license
- f. Able to lift 45 lbs

**11.0 Security Cooperation Technical Support**

**11.1** The Contractor shall provide security cooperation technical support to assist in all facets of the Security Cooperation Office to support the USMILGP Army Mission, Air Force Mission, Naval Mission, Logistics Mission, and Colombian National Police. Responsibilities/functions include but are not limited to the following:

a. Administration of the security cooperation systems (opening, monitoring, managing, and closing cases), tracking and inventorying security cooperation equipment (end-use monitoring) and logistics processes (customs, receiving, accountability and turnover of equipment) for all supply classes, equipment, cargo, utilizing U.S. Government data systems and transportation methods.

b. Manage proper nationalization, accountability, issue, turn over, documentation, and end use monitoring/tracking of USMILGP, Plan Colombia, and Infrastructure Security (ISS) programs for COLMIL forces in accordance with applicable DoD, DoS and Colombian regulations. US regulations take precedence, except for customs, where Colombian DIAN (Direccion de Impuestos y Aduanas Nacionales) regulations take precedence.

c. Provide assistance on property, customs, nationalization, transportation (air/surface), and supply distribution to Colombian Military Bases, within the USMILGP Security Assistance Program for Colombia, Foreign Military Sales (FMS), Foreign Military Financing (FMF), Excess Defense Articles, Presidential Drawdown, Pseudo Cases and Disposal Program for the Colombian Military and Police

d. Coordinate and assist the current customs process for in-bound and out-bound FMS shipments to include tracking orders and pending arrival dates

e. Provide technical assistance to the USMILGP End-Use Monitoring (EUM) Officer mission. Assist in the conduct of EUM inspections throughout the COLMIL bases, prepare EUM reports to provide information on the disposition and use of all program support provided under the Department of Defense FMS/FMF Program.

f. Prepare disposal requests through the Department of State (DoS) on military equipment no longer required by the COLMIL.

g. Responsible for routine EUM procedures and enhanced EUM procedures. Plan, prepare, and execute approximately 50 to 75 trips annually to different COLMIL sites to support the USMILGP Compliance plan. The Compliance plan is the EUM inspection schedule developed by the EUM Compliance Officer. This is based on the threat levels in Colombia, so there are areas that cannot be visited as scheduled, and adjustments are made each month. Responsible for Security Cooperation Information Portal (SCIP) inputs for all routine EUM procedures and enhanced EUM procedures. Assist the MILGP EUM Officer in preparing the designated USG inspectors to execute approximately 50 to 75 trips annually to different COLMIL sites to support the USMILGP EUM Compliance Plan.

h. Conduct briefings to USG subject matter experts, USMILGP and COLMIL on EUM and Disposal Programs. The briefings are prepared by the EUM Officer on the procedures required to conduct EUM Compliance Inspections and Disposal programs. The Contractor will assist the USG Inspectors in how to complete the inspection reports. The Contractor will demonstrate how to record serial numbers and quantities in the EUM inspection forms. The Contractor will demonstrate how to photograph disposal operations. The Contractor will examine the EUM inspection and disposal documentation that is prepared by the USG Inspectors to ensure that the data is complete and meets the Defense Security Cooperation Agency (DSCA) EUM and disposal reporting requirements. The Contractor is responsible to input the EUM and disposal data into the SCIP.

**11.2** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**11.2.1 Security Assistance Specialist**

- a. Associates degree in business administration, finance, or office administration required..
- b. Two (2) years of experience in logistics and administration of Foreign Military Sales (FMS) Program within the past five years required.
- c. Must have current US or Colombian driver's license.

- d. Knowledge of Security Assistance Management Manual required
- e. Must attend DISAM Training within 6 months of employment if not formally trained in Foreign Military Sales. Contractor shall pay for the training and TDY.
- f. Requires English Level III (working knowledge) and Spanish Level IV (fluent). Must be able to write and speak in English and Spanish.
- g. Contractor shall have excellent interpersonal skills, be able to effectively communicate.
- h. Must be knowledgeable in the Security Cooperation Information Portal (SCIP) and obtain certificate of training within 6 months of employment.
- i. Must be familiar with the Colombian Military and Police institutions, i.e., hierarchy, customs, and protocol
- j. Requires computer skills with Microsoft Office Business Suite of applications

#### **11.2.2 EUM Coordinator Assistant (Compliance Specialist)**

- a. Associates degree in business administration, finance, or office administration required.
- b. Contractor will possess computer skills to manage spreadsheet and word processing programs
- c. Contractor shall have excellent interpersonal skills, be able to effectively communicate.
- d. Must have current US or Colombian drivers license
- e. Knowledge of Security Assistance Management Manual required
- f. Must attend DISAM Training within 6 months of employment if not formally trained in Foreign Military Sales. Contractor shall pay for the training and TDY.
- g. Requires English Level III (working knowledge) and Spanish Level IV (fluent)
- h. Must be knowledgeable in the Security Cooperation Information Portal (SCIP) and obtain certificate of training within six (6) months of employment.
- i. Requires computer skills with Microsoft Office Business Suite of applications

**11.3** Post Entry Training: Security Assistance Management International Purchaser Orientation Course (SAM-IO) at the Defense Institute of Security Assistance Management is required (may be waived if personnel are scheduled for training at DISAM at contractor's expense)

#### **12.0 Engineer and Engineering Support/Services (Exhibit J – Engineer Projects)**

**12.1** The Contractor shall provide civil engineering and architectural services for the Humanitarian Assistance Program (HAP), Civil Affairs (CA) and other engineering infrastructure projects in support of USSOUTHCOM/ARSOUTH, USMILGP and the GOC. Functions include but are not limited to the following:

- a. Coordinate with the Logistics Mission Engineer Staff Officer and Regional Contracting Office-Bogota to develop Statement of Work (SOW) independent government cost estimates (IGCE), requests for project proposals and provide cradle to grave support. Contractor shall sign a non-disclosure statement and a statement of non-competition prior to start of contract performance. These statements will cover all projects throughout the contract period of performance.

- b. Design infrastructure requirements and develop infrastructure plans
- c. Monitor/inspect ongoing infrastructure projects to ensure compliance with contract specifications
- d. Coordinate project designs with the Logistics Mission Engineer Officer and as required U.S. Army South Directorate of Engineering (DCSENG) and U.S. Army Corps of Engineers (USACE)
- e. Conduct contractor's design reviews and visit ongoing projects throughout Colombia
- f. Coordinate and assist Colombian government emergency response organizations with developing and testing emergency plans, assist with emergency management training, coordinate with the USSOUTHCOM HAP manager, participate in HAP conferences and workshops and assist with other Humanitarian and Civil Assistance (HCA) Programs.
- g. In the absence of the Logistics Mission Engineer Officer, the Contractor shall update daily the engineer projects report and coordinate with the Corps of Engineer LNO in Bogota and the ARSOUTH Deputy Chief of Staff Engineer Office (DCSENG)
- h. Provide support to USSOUTHCOM HCA Engineer Exercises, as required.
- i. Assist US Army South DCSENG in managing Force Protection projects throughout Colombia

**12.2** Contractor personnel/civil engineers must be willing to travel to remote sites throughout Colombia. Approximately 50% travel, weekend and significant overtime work and on call requirement 24 hours/7 days is required. Other HAP/HCA tasks may be assigned by the Logistics Mission Engineer Staff Officer, i.e. Quality Assurance and Quality Control site visits.

**12.3** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**12.3.1 Licensed Lead Engineer**

- a. Bachelor's degree in civil engineering, electrical, or mechanical required.
- b. Minimum of five years of experience in career field and at least two years as team leader for major construction projects, ie. Community center, 2 to 3 room schools, or small medical clinic.
- c. Requires English Level III (working knowledge) with Spanish Level IV (fluent).
- d. Computer engineering/architect program skills (autocad) required.
- e. Require excellent knowledge of Microsoft Office Business Suite of applications (Power Point, Excel, Outlook, Word, etc).
- f. Must have current US or Colombian drivers license.

**12.3.2 Licensed Engineer (Two Different than Lead Engineer Preferred)**

- a. Bachelor's degree in civil engineering, electrical, or mechanical required.
- b. Minimum of five years of experience in career field and at least one year must be related to working with civil affairs type projects.
- c. Requires English Level III (working knowledge) with Spanish Level IV (fluent)

- d. Computer engineering/architect program skills (autocad) required
- e. Require excellent knowledge of Microsoft Office Business Suite of applications (Power Point, Excel, Outlook, Word, etc).
- f. Must have current US or Colombian drivers license

### **12.3.3 Licensed Architect**

- a. Bachelor's degree in architecture
- b. Minimum three years of experience in their career field and at least one year must be related to working with community centers, clinics, and industrial structures (fuel tanks, generators, storage bunkers)
- c. Level III English and Level IV Spanish (reading, writing, speaking) with strong computer engineering/architect program skills (autocad) as well as Microsoft Office Business Suite of applications (Power Point, Excel, Outlook, Word, etc)

**12.4** The Contractor will manage USMILGP facilities maintenance requirements and the development and monitoring of sub-contracts to meet those requirements. Must be able to provide on the job training to support the Civil Affairs Engineer. Must be willing to travel to remote sites throughout Colombia. Position requires approximately 50% travel, weekend and overtime work, and is on call 24 hours/7 days.

### **13.0 Janitorial Services (Exhibit K – Cleaning Frequencies and Standards and Estimated Footages and Cleaning Level**

**13.1 Janitorial Services:** The Contractor shall provide all management and labor necessary to ensure that custodial services are performed at the Joint Logistics Support Facility and Offices of the Military Forces of the United States in the Centro Administrativo Nacional (CAN), in a manner that will maintain a satisfactory facility condition and present a clean, neat and professional appearance. Maximum cleaning frequencies are established in Exhibit K Cleaning Frequencies and Standards. Facility cleaning levels and estimated square footages are established in Exhibit K Estimated Square Footages and Cleaning Level. All work performed by the contractor shall be performed in accordance with all applicable laws, regulations, and commercial practices.

**13.2 Non-Carpeted Floors (Hard Floors: Vinyl Tile, Ceramic Tile, Wood, Concrete, etc...)** Hard floors shall be maintained free of grit, soil, dust, scuff and heel marks, stains, spills, debris, litter and other foreign matter by effective routine cleaning. Cleaning shall be accomplished by the most appropriate method (vacuum, sweep, dust mop, damp mop, spot clean, etc.) and with cleaning solutions if applicable, for the specific floor type. After cleaning, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Baseboards, corners, and wall/floor edges shall also be clean. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

**13.3 Carpeted Floors.** Carpets shall be maintained free of soil, dirt, debris, litter and other foreign matter by effective routine vacuuming. The contractor shall use efficient vacuum cleaners shall offer high airflow, high efficiency filtration, and an adjustable rotating brush agitation for more effective soil removal. Any spots and/or spills shall be removed by the carpet manufacturer's approved methods or other commercially accepted practices as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the facility manager. Area and throw rugs shall also receive this service. Chairs, trash receptacles, and other easily moveable items shall be moved to maintain floors underneath these items and returned to their original and proper position after cleaning.

**13.4 Clean Floor (Walk-Off) Mats.** Vacuum and/or clean interior and exterior floor mats. Mats shall be free of all visible lint, litter, debris, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.

**13.5** Trash Collection/Removal. All trash containers shall be emptied, trash disposed, and containers returned to their original locations. The contractor shall provide and replace any obviously soiled, worn or torn plastic trash can liners. Trash receptacles shall be left clean, free of foreign matter and free of odors.

### **13.6** Restrooms/Kitchen Cleaning Services

**13.6.1** Clean and Disinfect. All surfaces of sinks, toilets, urinals, lavatories, showers, shower mats, dispensers, plumbing fixtures, saunas, partitions, dispensers, doors, walls, partitions, stalls, stall doors, entry doors (including handle, kick plates, ventilation grates, metal guards), walls, and other such surfaces shall be cleaned and disinfected using a germicidal detergent. Restrooms shall have a clean scent or no odor at all. Showers, toilets, and urinals will be free of spots, water spots, scale buildup, soap scum, odors, and any other deposits. Mirrors shall be clean and have no streaks or other removable matter. Partitions shall be smudge, stain free. Vents (within 72 inches of the floor) shall be clean. Restroom sinks, countertops, and fixtures shall be free from water and scale deposits, soil, streaks, and other removable matter. Walls and grout shall be free of all film, spots, and detergent buildup.

**13.6.2** Restroom/Kitchen Floor Care. All floor surfaces shall be maintained in accordance with Para 13.1 by effective routine cleaning. Moveable items shall be tilted or moved to sweep and damp mop underneath. Grout on the wall and floor tiles shall be free of dirt, scum, mildew, and residue.

**13.6.3** Stock Restroom Supplies. Contractor shall ensure restrooms are stocked sufficiently so any provided supplies including toilet tissue, paper towels, and hand soap do not run out. Supplies shall be stored in designated areas. If supplies run out prior to the next service date, the contractor shall refill within two hours of notification.

**13.6.4** Restroom Trash Removal. All trash containers in restrooms and kitchens shall be emptied, trash disposed, and containers returned to their original locations. The contractor shall provide and replace any obviously soiled, worn or torn plastic trash can liners. Trash receptacles shall be left clean, free of foreign matter and free of odors.

**13.6.5** Drinking Water Dispensers. Contractor shall clean all office drinking water dispensers. All exterior surfaces of water dispensers shall be cleaned and disinfected. Drinking water dispensers shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

**13.6.6** Periodic Cleaning Services: (Services performed on a monthly, semi-annual, annual basis)

**13.6.6.1** Periodic Hard Floor Maintenance. Hard floors shall be cleaned, scrubbed, sealed, polished, waxed, and stripped as required for the appropriate surface to maintain, protect and ease normal routine floor cleanings. After periodic maintenance, floor surfaces to include grout shall have a uniform, clean appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water.

**13.6.6.2** Periodic Carpet Restorative Cleaning. Carpets shall be deep cleaned in order to remove embedded soil from carpet fibers. Deep cleaning shall employ an effective technique and/or method to address soil suspension, soil extraction and drying. After deep cleaning, the carpeted area shall show an improvement in visible appearance. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath and returned to their original location after the carpet has dried.

**13.7** Cleaning supplies and equipment will be provided by the USG. Contractor shall obtain COR approval prior to procurement of supplies or equipment.

### **13.8** Miscellaneous Requirements

**13.8.1** Turn off unnecessary lights

**13.8.2** Report fire hazards, conditions, and items in need of repair to the COR

**13.8.3** Turn in lost and found articles to the COR

**13.8.4** Notify COR when unauthorized or suspicious persons are seen in the premises

**13.8.5** Employees entering any facility or area after it has been secured shall enter and lock the door behind them. These areas shall not be left unsecured at any time, including the period when work is being performed. Upon completing work in an area, Contractor employees shall ensure all doors and windows that were secured upon their arrival are closed and secured upon their departure.

**13.8.6** The Contractor shall display the appropriate caution signs when cleaning floors or any other surface that might pose a risk to injury for any personnel that are present.

**13.8.7** The Contractor shall be responsible to maintain the entire JLSF in a clean and orderly manner. During normal duty hours Monday through Friday. During three/four day holidays, the contractor shall schedule personnel to come in on Sunday to clean.

**13.9** Personnel shall be in a distinct uniform and wear safety shoes, where appropriate. The uniform and safety shoes shall be provided by the contractor

**13.10** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**13.10.1** Janitors

- a. Experience in general janitorial services. Three years experience within the past five years preferred.
- b. Must be able to lift 30 lbs

**14.0 Information Technology.** The Contractor shall provide IT and communications network development and support. Information technology specialists answer questions and help resolve computer software or hardware problems for clients. This support will be provided only at the JLSF facility. Support includes but not limited to:

- a. Computer, equipment and network support and information transfer
- b. GPS Contract Management
- c. Mapping Information
- d. INFOTRACK Management
- e. Connectivity support coordination with ARSOUTH CSSAMO for DoD STAMIS

**14.1** The Contractor responsible for installing and maintaining the JLSF computer hardware, STAMIS, software and networks.

**14.1.1** Functions include but are not limited to:

- a. Troubleshoot LOGMIS hardware, software and Army STAMIS operating systems
- b. Become familiar with all LOGMIS hardware and software
- c. Be familiar with the JLSF logistics and network operating systems
- d. Provide orientation to new users of SAMS-E, ULLS-AE, PBUSE, and GFEBS
- e. Provide individual training and support on request

- f. Maintain current and accurate inventory of JLSF hardware and software
- g. Become familiar with SAP Operating systems and the COLMIL SILOG operating system

**14.1.2** Monitor and maintain technology to ensure maximum access.

- a. Troubleshoot all technology issues
- b. Maintain log and/or list of required repairs and maintenance
- c. Make recommendations about purchase of technology resources
- d. Research current and potential resources and services
- e. Install LOGMIS JLSF work stations
- f. Connect and set up LOGMIS JLSF hardware
- g. Load all required software onto the JLSF network

**14.2** The Contractor will coordinate with the TCSC Information Technicians for issues with the TCSC computers at the JLSF.

**14.3** The Contractor will coordinate with the US Army South CSSAMO Technicians for issues with SAMS-E, ULLS-AE, VSAT and PBUSE.

**14.4** The contractor shall provide the following positions with the corresponding qualifications required to perform the above tasks.

**14.4.1 Network/Software Engineer**

- a. Associate or Bachelors degree in Computer or Electrical Engineering required. Bachelors Degree preferred.
- b. Minimum four years hands on experience in maintaining LAN Networks and updating interface programs.
- c. Three years experience within the last five years with Microsoft Office Business Suite programs and troubleshooting techniques with Windows 7 software.
- d. Preferred experience with SAMS-E and PBUSE programs.
- e. Must demonstrate ability to diagnose software issues and articulate them clearly over the phone to CONUS CSSAMO support personnel.
- f. Must demonstrate familiarity with PC components and the ability to perform limited PC trouble shooting, repair, and replacement of select hardware components on the LOGMIS hardware systems.
- g. Must attain the highest level of clearance allowable for foreign national contractor personnel through the US Embassy RSO.
- h. Requires English Level III (working knowledge) with Spanish Level IV (fluent)
- i. Must have current US or Colombian drivers license

**15.0 Logistics Support Personnel:** Contractor shall provide personnel described below.

**15.1 Support Operations Specialist:** The Contractor will provide one support operations specialist to coordinate with the Logistics Mission Chief, Deputy and COLMIL J4 for all logistics operational mission support requirements. Functions include but are not limited to the following:

- a. Manage, coordinate, QA/QC, and report on all LOGMIS logistics operational support, contracts to include air, fuel and services
- b. Act as a subject matter expert in support operations requirements to assist in Petroleum, Oil, and Lubricants (POL) management to include QA/QC, ordering via “Ports” or contracting office, fuel testing, Defense Energy Support Command (DESC) sites surveys, etc.
- c. Assist with identifying, developing, and tracking equipment, supply, and transport requirements across and through all supply classes and systems to include coordinating with the USMILGP Security Assistance Management Office on foreign military sales and Supply/ Transportation Manager on transportation methods.
- d. Assist with supporting joint military logistics requirements, coordinating and monitoring requirements and maintaining requirements databases.
- e. Coordinate and support all logistics requirements with Host Nation and U.S. personnel.
- f. Ensure proper accountability, issue, and distribution of USMILGP, Plan Colombia, and Infrastructure Security (ISS) programs are IAW applicable DoD, DoS and Colombian regulations.
- g. Ensure nationalization procedures are performed on all FMS and USMILGP supplies and equipment.
- h. Provide assistance on property, customs, nationalization, transportation (air/surface), and supply distribution to Colombian Military Bases
- i. Assist in supporting, coordinating and monitoring CNMC joint logistics and program requirements and when applicable, maintaining databases.
- j. Attend weekly meeting with the CNMC and provide reports and assistance as required
- k. Performs other logistics functions as required

**15.1.1 Qualifications and Experience:**

- a. Associate degree with four years of experience related to fuel, air, supply, transport and logistics operations. May be waived based on combination of both requirements and type of work experience.
- b. Level II writing, speaking, reading English and Level IV Spanish language skills.
- c. Have working computer skills to include Microsoft Office Business Suite of applications (Power Point, Excel, Access, Outlook, Word, etc).
- d. Must know or be able to quickly learn (6 months) and use DoD supply data based systems.
- e. Knowledge of COLMIL, COLMIL Logistics systems, applicable Colombian laws, agreements, regulations and policies governing Colombian military operations
- f. Knowledge of U.S. Army logistics processes

g. Knowledgeable in researching requisitions placed in the US Army STAMIS systems, ie. SAMS-E and ULL-AE

h. Must be willing to travel to remote sites throughout Colombia. Position requires approximately 50% travel, weekend and overtime work, being on call 24 hours/7 days

## **15.2 Aviation/Test Measurement Diagnostic Equipment (TMDE) Technical Specialist**

a. Provide technical logistics support, aviation repair parts management support, and technical advice to the COLMIL Limited Aviation Depot (LAD). Project to include identifying training requirements for engine repairs, identifying and maintaining specialty tools, and developing maintenance database similar to but not exclusive to ULLS-A and/or SAMS-AE or similar STAMIS) and provide project updates to the US MILGP JLSF and Army Mission (ARMIS). The services will be primarily to support the Rotary Wing and Night Vision and logistics programs for the USMILGP operations in support of COLMIL Operations. Primary place of performance will be at the JLSF but will also include duty to other Rotary Wing and NVG depot sites in Colombia as required.

b. Coordinate with the LOGMIS on all rotary wing projects, especially, CLIX requisitions and tracking.

c. Serve as the US MILGP technical liaison for joint logistics projects to include but not limited to the LAD, NVG Depot, and other emerging similar type projects. The specialist shall provide assistance to the USMILGP, the COLMIL and the Colombian Military National Maintenance Center (CNMC) on technical maintenance, logistics and project management.

d. Provide assistance to the USG COR for all DoD or FMS CNMC support contracts.

d. Assist in identifying, ordering, tracking, coordinating, transport and customs arrangements, inventorying, distribution, accounting for, nationalization and end use monitoring of equipment, supplies, property, and infrastructure designated for the COLMIL from DoD or Foreign Military Sales (FMS) and Foreign Military Financing (FMF) sources in accordance with applicable DoD, DoS, and Colombian regulations

e. Assist in supporting, coordinating and monitoring CNMC joint logistics and program requirements and when applicable, maintaining databases.

f. Attend weekly meeting with the CNMC and provide reports and assistance as required.

g. Perform other Joint Support Logistics Facility duties to include but not limited to providing reports on a weekly, monthly and quarterly basis

h. Assist in monitoring COLMIL LAD allied projects; T-701C/ T-53 engine test cell, training, special tools/equipment through FMS cases and DOD contracts

i. Identify, develop, and track equipment, supply, and transport requirements across and through all supply classes and systems to include foreign military sales and transportation methods, Quality Control (QC) on aeronautical supplies

j. Coordinate and support all logistics requirements with JLSF, ARMIS, COLMIL and other U.S. units and agencies to meet an 80 percent operational readiness within the COLMIL Rotary Wing Engine repair program and NVG out repair laboratories

k. Serve as the specialist for COLMIL Logistics systems for the Rotary Wing and NVG programs, to include applicable US and Colombian laws, agreements, regulations and policies governing logistics and FMS/FMF procurement procedures

l. Assist with the nationalization procedures on all FMF and USMILGP supplies and equipment donated to the COLMIL and always with coordination with the USMILGP PBO

m. Provide assistance on the requisition of Class IX for the MILGP OH-58 helicopters and ensure tracking of those requisitions, customs, nationalization, transportation (air/surface) and supply distribution to the International Entry Rotary Wing Training Center (IERWTC)

n. Coordinate with the USMILGP Army Mission (ARMIS) POC for Rotary Wing Program and provide assistance to coordinate Rotary Wing Program objectives which includes a fully operational LAD capable of Level One engine diagnostics, repairs parts management, and preparing engines for shipment to the US depot level repairs.

#### **15.2.1 Qualifications and Experience:**

- a. Associate level degree or equivalent military training certificate in logistics
- b. Level III writing, speaking, reading English and Level IV Spanish (or native speaker) language skills
- c. Certificates shall be provided with the resume. In-depth knowledge on UH60, UH-1 and OH 58 (US Army Helicopter models) maintenance repair processes, training, logistics training. Shall possess certification from the Manufacturer of the Aircraft, United States Government Mobile Training Team (MTT), or COLMIL training program to demonstrate capacity to function as a Subject Matter Expert. Resume and training certificates shall be provided to the COR prior to employment.
- d. Training and knowledge in Security Assistance Management, supply requisition procedures, COLMIL CNMC procedures, COLMIL Logistics systems, applicable US and Colombian laws, agreements, regulations and policies.
- e. Five (5) years of experience working with COLMIL LAD, to include a strong background in helicopter maintenance repair and logistics and experience in a military or civilian maintenance work
- f. Contractor will have experienced and training with with ULLS-A and/or SAMS-AE to include Microsoft Office Business Suite of applications (Power Point, Excel, Access, Outlook, Word, etc)
- g. Working knowledge and understanding of Colombian Military and Police institutions to include hierarchy, customs and protocol. Shall be able to work in a multicultural and politically sensitive environment, and have excellent people skills to be able to build and maintain relationships with Ministry of Defense officials, Colombian military and police officials, FMS Officers, and US Military Group departments and US Embassy Staff.

**15.3 Mission Supply Tech (ST):** Contractor will provide a Supply Technician (ST) each to support the Naval Mission, U.S. Army Mission and U.S. Air Force Mission.

**15.3.1** Work is to be primarily performed at the Mission Offices at the CAN in Bogotá, but will also be performed in outlying areas as determined by the Mission Chiefs.

**15.3.2** The ST will serve as the Mission's principal point of contact for all logistics and supply matters and is responsible for the monitoring of cargo shipped to the JLSF under DOD, FMF, FMS, CN, and other special funds ie, CNTPO and HAP funds. Functions include but not limited to:

- a. Initiate and process Purchase Orders either thru the DD Form 3953 and / or GFEBs
- b. Close coordination of purchase orders with the USMILGP Resource Management Office, 410<sup>th</sup> Contracting Office and USMILGP Property Book Officer (PBO)
- c. Assist in the development of Performance Work Statement (PWS), Performance Requirements Summary (PRS), and Quality Assurance Surveillance Plan (QASP) for submission with the DD3953
- d. Assist in developing and submitting the Contractor Manpower Estimate (CME)

- e. Coordinate all shipping documents with the LOGMIS Transportation and Customs Office
- f. Assist in the inventory of shipments to verify that the requested or like item(s) are complete
- g. Coordinate and obtain signatures to authorize equipment payment using the DD250 and forwarding the document to the 410<sup>th</sup> Contracting Office
- h. Coordinate with the Implementing Agencies (NAVIPO, USASAC, SAFIA) and obtain Form DD1149 for material arrival and determine whether cargo will be transported via air or sealift
- i. Maintain files for all purchases and archive the files IAW USMILGP Army Regulation 25-400-2, Army Records Information Management System (ARIMS)
- j. Prepare “acta” for Donation for all equipment to be transferred to the Colombian Component
- k. Prepare “acta” for custody transactions for Host Nation purchases
- l. Coordinate transportation to deliver donated and custody equipment
- m. Coordinate Mission property accountability actions with the PBO; assist with the biannual 100% inventories; Update Form DD1867 periodically when Mission Staff rotate; maintain all 3161 forms (acceptance and use of office equipment to the MISSION)
- n. Maintain archives of MISSION consumable supplies acquired from the Joint Logistics Support Facility
- o. Maintain archives of agreements and memorandums of understanding between the MISSION and Colombian Component Logistics Office for fuel reimbursement through DCCEP or reimbursement through the USMILGP RM
- p. Prepare and Coordinate logistics sharing and cross-services agreement (ACSA) with the Logistics Agency of the Colombian Military Forces and submit all required documentation through LOGMIS
- q. Assist in End-use Monitoring (EUM) inspections when directed. ST will be required to travel and remain in military bases throughout Colombia; assistance includes but not limited to collecting supporting documents of equipment inventory and past inspections, verifying location of equipment, photographing equipment, and filling out inspection checklist with the assigned USG EUM Officer; finally, submitting the EUM inspection report to the LOGMIS EUM Office

**15.3.3 Education and Experience:** Associate degree with two years experience in supply, logistics or finance. Degree may be waived based on number of years of experience and familiarity working with Military Group Colombia, and related work experience. Level II writing, speaking and reading English and Level IV Spanish (or native speaker) required. Must have computer skills to include Microsoft office (Power Point, Access, Outlook, Word). Must be familiar with or able to learn DoD supply data based systems.

## **16.0 Other Requirements**

**16.1 Utilities Payment (Exhibit L – Utility Bills):** The contractor shall pay all utilities to include but not limited to telephone, water, electricity, gas, LAN line, cable, trash, HAZMAT, etc. for the JLSF.

**16.2 Vehicle Fees Payment:** Contractor shall pay fees associated with all USMILGP vehicles to include yearly permits, badges, tolls, etc., as directed by COR

**16.3 Cafeteria:** The contractor shall operate a cafeteria / concession stand at the JLSF to support assigned personnel. The cafeteria shall be operated at no cost to the U.S. Government (see GFE/GFP paragraph). This may

be subcontracted. The concession stand/cafeteria revenues shall be retained by the Contractor. Normal maintenance and cleaning for the cafeteria shall be performed by the cafeteria operator. The USG reserves the right to conduct an inspection of the cafeteria to ensure compliance with USG regulations. Cafeteria hours shall be 0645 to 1645 hours Monday to Friday. The Contractor shall meet the US Army South Veterinarian Food Inspection standards to operate the cafeteria.

**17.0 Government Furnished Property (GFP), Equipment (GFE) and Services (GFS) (Exhibit M – GFP/GFE List)**

**17.1** The contractor shall be responsible for 100% of all equipment, supplies, or services required to perform this contract unless specified as GFP/GFE/GFS in this PWS. All GFP/GFE/GFS provided under this contract shall be for the exclusive and official use in support of this contract.

**17.2** The following shall be provided:

a. Joint Logistics Support Facility (JLSF) (**Exhibit N – JLSF Diagram**). This includes two buildings with office space, a parking and storage area, vehicle maintenance and warehouse area, and other administrative support areas to include a small dining facility, waiting room, etc.

b. Office furniture, office automation, telephones, warehouse automotive tools and equipment (shop and general mechanics tools, special tools, shop automotive and diagnostic equipment, dollies, etc), including an operational cafeteria with kitchen refrigerators, stove, pots and pans. Any other furniture/equipment required to have a functional cafeteria shall be the responsibility of the contractor. The Government shall absorb the cost of repairs and maintenance of the refrigerators and stoves only. Maintenance/replacement of any other equipment, supplies, pots and pans that were initially Government furnished will be the Contractor responsibility.

c. All required maintenance manuals and references to perform automotive repairs, services and diagnostics.

d. All required U.S. Government forms and publications necessary for contract performance. However, Contractor shall establish a U.S. Government publication account to receive updated publications and forms. All Army forms and publications can be found at <http://www.usapa.army.mil>.

e. Material handling equipment (MHE) such as 2,000, 6,000, and 10,000-pound forklifts (or equivalent) to be used to meet SSA and transportation requirements.

f. Fuel and insurance for USMILGP vehicles

**17.3** It is the responsibility of the contractor to notify the Government of any additional equipment necessary to perform the functions of this contract.

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

**17.5** Supplies used by the Contractor for preventive maintenance, repair of an item of equipment or facility, or to replace a piece of equipment shall become the property of the U.S. Government upon completion of the repair or maintenance action. All equipment repaired or overhauled by the Contractor in the performance of this contract, remains the property of the U.S. Government.

**17.6** On a mutually agreeable date, not more than fifteen (15) calendar days after contract award, the Contractor and the COR shall make a complete and systematic inspection of all equipment in the buildings covered by this contract. The Contractor shall submit to the KO/ COR, within two working days after inspection, an itemized list of the existing deficiencies noted by the Contractor and the COR. The Government shall correct the agreed upon deficiencies within 30 days of notification. If the Government can not fix the deficiencies, the equipment may be leased or procured, whichever is more economically suitable, subject to COR approval. Should the Contractor's inspection disclose any deficiencies that present a hazard, the hazard shall be immediately called to the attention of the COR.

## **18.0 Special Contract Requirements**

**18.1 RSO Background Checks:** The Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall 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 Government 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 interest.

**18.1.2** The Contractor shall fulfill/maintain all security requirements. The Contractor shall provide a list of names along with all required personal data for all contractor personnel to the COR and the US Embassy RSO at least 15 working days prior to commencement of work by the individual. For work to be executed on a Colombian Military Installation or Colombian Governmental Property the data will be provided a minimum of 20 days in advance. The Contractor personnel shall be cleared prior to commencement of work.

**18.2** 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.

**18.3** 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.

**18.4** When work is performed in a controlled area, contractor personnel shall be able to obtain special security pass as required by the GOC. Only personnel with proper authority and qualifications may enter controlled areas. Certain facilities require the issuance of a special security pass for contractor personnel. Contractor personnel cannot escort other contractors within controlled or restricted areas.

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

**18.6** 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.

**18.7** 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.

**18.8 Vehicles:** All contractor, contractor employees or contractor/subcontractor vehicles used for the performance of this contract shall comply with all Colombian Government Regulations. In addition, all vehicles described above must be registered through the Government of Colombia or with the installation office for the Colombian Military Base that they are working on. Pass and Registration will comply with Colombian Installation Commander directives.

**18.8.1** Vehicle and personal passes are the property of the Government of Colombia and will be surrendered upon termination of employment or the end of the contract performance period.

**18.8.2** Any pass will be surrendered to US or Colombian Security Forces upon demand to positively identify a person's need to be on Colombian Military Installation or the grounds of the US Embassy, Bogota, Colombia.

**18.8.3** The contractor is responsible for maintenance, fuel, insurance for Contractor vehicles.

**18.9 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.

**18.9.1** 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.

**18.9.2** The Contractor shall ensure that all employees/subcontractors have the required access badges for all work places such as the Embassy, CAN, 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.

**18.10 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 Third Party Damage, First Person Fatality, Additional person Fatalities, Criminal court representation and Civil Representation.

a. 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.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits as established by the Government of Colombia, per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance for Contractor Owned/Leased Vehicles. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits as established by the Government of Colombia shall be required.

**18.10.1** The Certificate of Insurance shall provide for thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

**18.11 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. Additionally, the Contractor will make a good faith attempt to provide reasonable wages to maintain stability in the workforce for critical positions.

## **19.0 Contractor Planning and Reporting**

**19.1** The Contractor shall provide plans and procedures as stated below and as called out anywhere else in the contract. Unless otherwise specified, the plans, shall be provided to the COR and KO within 30 days after award. Standard Operating Procedures (SOPs) shall be submitted to the COR and KO within 60 days after award. All plans and SOPs will be submitted to the Government for approval. Plans and SOPs will be fully compliant with regulations and directives. If not approved, the plan or SOP will be returned to the Contractor for correction and resubmission and will re-submit within five (5) days from receipt of unapproved plan or SOP.

- a. Overall Management and Staffing Plan
- b. Transition Plans (Phase-in / Phase out) Submit with Proposal
- c. Quality Control Plan Submit with Proposal
- d. Training Plan
- e. Contingency Plan
- f. Safety and HAZMAT Control Plan to include Pollution Prevention Program
- g. Operational Security Plan
- h. SOPs
- i. All other plans identified elsewhere in the PWS

**19.2 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 plan shall describe the Contractor's approach to develop and disseminate operational instructions, procedures, and control directives in preparation for the performance of work.

**19.2.1** The plan shall be provided to the COR and KO before the phase-in period updated as needed and a copy provided to the COR and KO before implementation.

### **19.3 Transition Plans (Phase-In / Phase-Out)**

**19.3.1** The plans shall be submitted with the proposal. Any changes or modifications to the plan shall be submitted to the COR and KO for approval.

**19.3.2 Phase-in:** Contractor shall establish a Phase-In plan detailing all actions for a smooth transition to assume full responsibility for full performance in all areas of operations within 30 days after contract award. There will be no services performed during the phase-in period. Performance under this contract will commence within 30 days of award or as directed by the KO. At this time, the Contractor shall, as a minimum, hire necessary personnel, obtain all required certifications and clearances, participate in joint inventories and sign for Government Furnished Property (GFP), submit deliverables and attend post-award meetings. The Phase-In Plan shall include a detailed plan for the initial 30-day period which comprehensively addresses the timeline for hiring, training, and orientation of the work force and other actions necessary to accomplish a smooth transition.

**19.3.3 Transition/Phase-Out.** The phase-out period is estimated to begin 30 days prior to contract expiration. Contractor shall establish a Phase-Out plan to effect a smooth and orderly transfer of contract responsibility to a successor contractor with minimal disruption to the mission. The initial Phase-Out plan shall be submitted with the proposal. The Phase-Out plan shall include the contractor's approach to employee notification, retention of key personnel, turn-over of work in progress, inventories and turn-over of Government property, removal of Contractor property, data and information transfer and any other actions required to ensure continuity of operations with minimum disruption.

**19.4 Quality Control Plan.** The Contractor shall develop, implement and maintain a Quality Control Plan (QCP) 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 address at a minimum:

- a. Internal work performance standards
- b. Overall project management and administration
- c. Overall financial management, including accuracy of cost control data and reporting procedures
- d. Personnel management
- e. Property utilization, maintenance, accountability and overall property management.
- f. Data collection and other documentation, including document flow and control of associated files.

**19.4.1** The QCP shall be submitted with the proposal. Any changes or modifications to the plan shall be submitted to the COR and KO for approval.

**19.4.2** Recommendations made during staff visits or inspections for improvements of areas of work, which are the Contractor's responsibility, shall be implemented as directed by the COR.

**19.5 Training Plan:** The Contractor shall develop a Training Plan that outlines training requirements to accomplish the work stated in the PWS. The training plan will discuss how the offeror will initially acquire and sustain the level of training required to perform the required services.

**19.5.1** The training plan shall be submitted to the COR and KO for approval within 30 days of contract award. The approved training plan shall be updated yearly thereafter, as a minimum.

**19.6 Contingency Plan:** The Contractor shall develop a contingency plan for natural disasters, labor disputes, strikes, mobilization or sudden buildup of forces including wartime/contingencies and issues of rotational equipment sets.

**19.7 Safety and HAZMAT Control Plan:** The Contractor shall comply with all applicable US and Colombian safety, health and environmental regulations. The Contractor shall implement and maintain a Safety Program to prevent accidents and the life and health of personnel involved in the performance of their duties and personnel receiving services provided by the Contractor. The Contractor's Safety Program shall mitigate hazards, reduce risks, prevent injuries or illnesses to personnel, and protect USG property against accidental loss or damage. The Contractor's Safety Program shall fully comply with the provisions of AR 385-10, Army Safety Program, which implements the Occupational Safety and Health Act of 1970 as implemented in Executive Order (EO) 12196, Occupational Safety and Health Programs for Federal Employees; 29 CFR 1960, Occupational Safety and Health Administration; DODI 6055.1, DOD Safety and Occupational Health (SOH) Program; DODI 6055.4, DOD Traffic Safety Program; and DODI 6055.7, Accident Investigation, Reporting, and Record Keeping. The Contractor shall bring any inconsistencies between the Contractor and USG safety guidelines for resolution to the KO.

**19.7.1** The Contractor shall implement a HAZMAT management program to reduce and control hazardous materials utilized in the performance of this contract. The use of hazardous and corrosive materials utilized shall be in accordance with DODD 4210.15. Class I Ozone Depleting Substances shall not be used or delivered in the performance of this contract.

**19.7.2** The Contractor shall implement a Pollution Prevention Program to minimize the environmental impact and costs associated with environmental compliance. Pollution shall be prevented or reduced at the source whenever feasible. Pollution that cannot be prevented or recycled shall be processed in an environmentally safe manner, and IAW applicable environmental regulations.

**19.8 Operational Security Plan:** The Contractor shall develop and implement an OPSEC Plan for control of sensitive information and data. The plan shall continue to conform to the requirements contained in AR 530-1 (Operations Security).

#### **19.9 Internal/External Standard Operating Procedures (SOPs) and Reports**

**19.9.1 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. The SOPs shall include but not limited to:

- a. Vehicle Maintenance
- b. Property Control
- c. SSA
- d. Security

- e. Transportation and Customs
- f. Installation Customer Support
- g. Facility & Equipment Maintenance
- h. GFP/GFE

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

**19.9.3 Reports and Deliverables:** The Contractor shall provide weekly, monthly, quarterly, and annual reports as directed by the U.S. Government 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
001	Situation Report to include all PWS areas	Weekly	COR
002	Maintenance Non Mission Capable	Daily	COR
003	Maintenance Services	Weekly	COR
004	Inventory Reports	Monthly	COR and KO
005	Transportation and Customs Reports	Weekly	COR
006	HHG/Commissary/AFFES reports	Quarterly	COR
007	Cargo Received/Processed	Weekly	COR
008	Material Issued; Actas Completed	Weekly	COR
009	SSA Report	Daily	COR
010	Facility Maintenance Report	Weekly	COR
011	Engineering Projects Report	Weekly	COR
012	Driver's Overtime	Daily	COR
013	Vehicle Miles Driven	Monthly	COR
014	Fuel Consumption	Monthly	COR
015	VIP Vehicle supports	Weekly	COR
016	GPS Report	Weekly	COR
017	Employment Roster/Report	Monthly	COR and KO
018	Cost Performance Report	Monthly	COR and KO
019	Accident Report	As Required	COR and KO
020	Warranty Report	Monthly	COR
021	Personnel Report – include vacancies, terminations, new hires	Monthly	COR and KO
022	English Language Certifications	As Required	COR
023	Other Reports as Required by the COR/KO	As Required	COR/KO

**19.9.4 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.

**19.9.5 Cost Performance Report (CPR):** The contractor shall submit, within 10 workdays of the end of the prior month, a monthly CPR 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) total contract budget amount for the year, (4) total contract line items' budget amount for the year, (5) total contract budget by

month, (6) total contract line items' budget amount by month, (7) actual costs incurred and (8) cumulative actual costs incurred costs for the month for each contract line item. This CPR 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, as necessary.

**19.9.6 Contractor Manpower Reporting:** The Contractor shall report all contractor manpower (to include sub-Contractor manpower) required for the performance of this contract. The Contractor is required to completely fill in all the required fields in the reporting system using the following web address: <https://cmra.army.mil>. The requiring activity will assist the contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting shall be completed no later than 31 October every year or part of a year for which the contract is in place. This is a mandatory requirement. Contractor shall provide notification to the contracting officer on or before 31 October that the reporting action has been completed.

**19.9.7** The Contractor shall update all plans and procedural documents as changes occur. Updates shall be provided to the Government at least thirty (30) days days prior to the effective date of the change.

**19.10** The Contractor will ensure all personnel understand Department of Defense Directive 5205.2 and will establish Operational Security measures in all sections to ensure mission effectiveness by maintaining essential secrecy. The Contractor will protect unclassified information identified as being "critical information," and applies countermeasures. Only Contractor personnel with the appropriate OPSEC and Information Awareness will be permitted access to the MILGP NIPRNet. Any Contractor personnel that compromise OPSEC or are found using the USMILGP NIPRNet without certification and approval by the USMILGP J6 will be terminated and escorted off the JLSF premises. Contractor personnel will be provided annual training on why OPSEC is necessary to ensure the success of the USMILGP mission, protection of critical information, and secrecy. Contractor personnel will employ countermeasures to keep information that an adversary can use to compromise the USMILGP mission.

## **20.0 Miscellaneous Administrative Information**

### **20.1 Normal Hours of Operation:**

**20.1.1 Logistics Support Services:** Unless otherwise specified, Contractor's duty hours shall be 48 hours a week, Monday through Friday. Regular duty hours shall be 0715 to 1730 Monday through Friday with an hour for lunch and two 12-minute breaks, one in the morning and one in the afternoon.

**20.1.2 Vehicle Maintenance Services:** The vehicle maintenance shop shall be fully staffed and work seven days a week. Vehicle maintenance personnel duty hours shall be 48 hours a week, Monday through Sunday, utilizing a rotating weekend shift.

**20.1.3 Security Guard Services:** Security guard services shall be provided 24 hours a day, seven days a week, 365 days a year. Security guard personnel duty hours shall be 48 hours a week, Monday through Sunday.

**20.2 Overtime / Compensatory Time Hours:** 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 COR/KO. Compensatory time may be granted in lieu of overtime pay.

**20.2.1** The Contractor shall obtain approval from the COR before overtime/compensatory time is worked. Overtime/compensatory time worked without prior approval from the KO/COR will not be reimbursed/authorized. Contractor employees shall be compensated for overtime and holidays worked in accordance with the Colombian labor laws.

**20.3 Holidays (Exhibit B – Holidays Observed for 2012):** 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.

**20.4 Travel.** Travel outside of Bogota, throughout Colombia and outside 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 Federal Travel Regulation (JFTR). The Contractor shall plan for and request temporary duty (TDY) trips. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. The contractor shall be reimbursed for actual travel cost incurred Not-to-Exceed 65% of the official published JFTR per diem rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. 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. 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.

**20.4.1** There may be instances when actual travel cost exceeds 65% of the official published JFTR 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.

**20.5 Performance Status Review (PSR).** The Contractor shall participate in PSR meetings every 15<sup>th</sup> and 30<sup>th</sup> of the month, unless otherwise determined by the KO. The Contractor will participate in a monthly meeting with the USMILGP's Executive Officer who will chair the meeting with the Contractor and Government personnel every end of the month, unless otherwise determined by the US MILGP Executive Officer. 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 days of the PSR. The first PSR shall be held not later than the fifteenth workday after phase-in 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.

**20.5.1** 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.

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

**20.6.1** 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 the Contractor in connection with services provided under this contract shall become property of the U.S. government. All official communication related to this contract shall be through the KO.

**20.6.2 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.

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

**20.7 Warranty Requirements.** The Contractor shall maintain records of U.S. Government real property, vehicles, equipment, and appliances, which are under warranty and employed, managed, or supported under this contract. Records shall identify the item, nature and expiration date of the warranty, and the name and location of the firm to contact concerning the U.S. Government's entitlement under the warranty. A monthly print out of these shall be provided through the KO/COR. The Contractor shall exercise the U.S. Government's rights under warranty. The Contractor shall inform the COR of difficulties encountered and of instances in which the costs of enforcement would exceed the benefits derived. The warranty requirements shall be in accordance with AR 700-139 (Army Warranty Program), other applicable regulations, and contractor internal procedures.

**20.7.1 Warranty Enforcement:** Contractor shall enforce all commercial and noncommercial warranties for all Government-furnished property (GFP) used in the performance of this contract (includes Contractor-acquired property, Government-furnished equipment (GFE), Government-furnished material, and Theater-provided equipment (TPE). Warranties include express and implied warranties of merchantability and fitness for a particular use. The Contractor shall maintain a database of all such warranties under this contract.

**20.7.2 Warranty Records:** The USG will provide the Contractor with all available records pertaining to GFP, including Government-furnished equipment (GFE), Government-owned property, vehicles, etc., provided by the contract that is under warranty. Each record will consist of the item description, the warranty expiration date, and the name/location of the firm to contact concerning entitlements under the warranty.

**20.8 Contractor/SubContractor Personnel Identification.** Contractor shall require contractor/subcontractor employees to identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying 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. Contractor personnel shall display their badges at all times.

#### **21.0 Other Contractor Responsibilities:**

**21.1** For contractor personnel assigned to the JLSF, the contractor shall provide transportation from the airport entrance to the JLSF. At a certain point on the road going to the JLSF, public transportation is not authorized. The U.S. Government shall not be responsible and shall not be charged separately for this requirement.

**21.2 Cell Phones:** The Contractor shall provide cell phones to all key personnel, customer service personnel, liaison or technical support personnel.

**21.3** Contractor shall attend and participate in scheduled and unscheduled meetings when requested by the USG.

**21.4** The U.S. Government will not be liable for expenses, damages, replacements costs relating to both services and supplies determined to be the fault of the Contractor.

**21.5** The Contractor shall be responsible in establishing account(s) that allow Contractor access to the U.S. Government supply, maintenance, transportation and other U.S. Government and local web-sites to perform all the required operational functions (i.e. supply, maintenance, transportation, customs, etc).

**21.6** The Contractor shall participate in energy conservation activities, and make suggestions to the COR on activities and improvements to promote efficient use of all energy. The Contractor shall evaluate and recommend

measures that can be taken to reduce general operating costs. The Contractor shall train personnel to conserve energy by turning off unnecessary equipment. Unauthorized employees shall not be permitted access to ventilation and air-conditioning systems.

**21.7 Removal of Contractor Property.** The Contractor shall, within thirty (30) days after completion of this contract, remove from USMILGP premises all Contractor owned vehicles, equipment, tools, supplies, material or other items for which title does not pass to the U.S. Government. If the Contractor does not remove said items from USMILGP within the time limit specified above, the items shall become the property of the U.S. Government or the Contractor will be charged for its removal or storage fees, or both, at the Government's discretion.

**21.8** The Contractor shall furnish the 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) days after the start of the phase-in period.

**21.9 Subcontractors:** The contractor shall monitor the quality of work performed by subcontractors under this contract. The performance information reported on subcontractors will be incorporated and integrated into the Contractor's management system through surveillance and other means.

**22.0 Additional Contractor Instructions:**

**22.1** Within five (5) days of contract award, the Contractor shall submit his/her final staffing plan of key and relevant personnel outlining qualifying skill sets, experiences and certifications. Key and relevant positions are defined in Para 2.1 Key Personnel.

**22.2** The Contractor shall submit a complete list of all anticipated subcontractors (if any) to be used in the performance of the contract. Contractor shall submit the following documentation/information to the COR for review and final approval by the KO:

Company Name and Current Address  
Chamber of Commerce Certificate  
POC Name, Telephone Number, E-mail Address  
Copy of the Cedula of everyone listed on the Chamber of Commerce Certificate

**22.2.1** If the proposed subcontractor is a non-Colombian company, the Contractor shall submit the equivalent documentation/information stated above.

**22.3** Any changes to contractor employees shall be provided in writing to the COR and KO.

**23.0 Government Quality Assurance:** The U.S. Government has developed a Quality Assurance Surveillance Plan (QASP) for this contract to ensure the required service performance standards are being achieved by the Contractor.

**23.1** The Contractor shall, during the earliest practical phase of the contract, conduct a complete review of the contract requirements to identify all inspection resources necessary for assuring process integrity.

**23.2** The Contractor shall provide and maintain gauges and tools and, other testing equipment to assure that contract requirements are met. The devices shall be calibrated against certified measurement standards that are traceable back to national/international standards.

**24.0 Performance Requirements Summary (PRS) (Exhibit A):** The PRS acts as the scorecard for overall performance of the contract requirements. It contains performance standards and acceptable performance levels (APLs) that are monitored through the QASP.

**24.1** The Contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual TOs issued during the period of performance) related to the paragraphs listed in this PWS.

**Logistics Support Services  
U.S. Military Group – Colombia (USMILGP-CO)  
Bogota, Colombia**

LIST OF EXHIBITS

Exhibit No.	PWS Ref	Description
A	24.0	Performance Requirements Summary
B	20.3	American and Colombian Holidays
C	3.1	SSA Requisitions Processed, Materiel/Supplies Received/Stored/Issued
D	5.3	Primary Hand Receipt Holders
E	6.0	Cargo Received, Processed and Transported
F	7.0	Apartment Density List
G	7.2	Household Goods Movement (Outbound)
H	8.0	Vehicle Density List
I	8.0	Vehicle Services Report
J	12.0	Engineer Projects
K	13.0	Janitorial Cleaning Frequency and Standards and Estimated Footage
L	16.1	Utility Bills
M	17.1	GFP/GFE List
N	17.2	JLSF Diagram
O	1.2.1	Minimum Staffing Requirements

**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
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	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
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
1016	Destination	Government	Destination	Government
1017	Destination	Government	Destination	Government



**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2012 TO 29-SEP-2013	N/A	USMILGP COLOMBIA - LOGISTICS MISSION AL PAGAN AEROPUERTO EL DORADO NUEVA ZONA ADUANERA HANGAR 18 BOGOTA 310-552-9050 FOB: Destination	WF7LKT
0002	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0008	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0009	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0010	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0011	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0012	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0013	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0014	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

0015	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0016	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0017	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0018	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0019	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0020	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0021	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0022	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0023	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0024	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0025	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0026	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0027	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0028	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0029	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0030	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0031	POP 30-SEP-2012 TO 29-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

1002	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1003	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1004	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1005	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1006	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1007	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1008	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1009	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1010	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1011	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1012	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1013	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1014	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1015	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1016	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1017	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1018	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1019	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

1020	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1021	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1022	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1023	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1024	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1025	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1026	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1027	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1028	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1029	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1030	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1031	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2002	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2003	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2004	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2005	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2006	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

2007	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2008	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2009	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2010	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2011	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2012	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2013	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2014	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2015	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2016	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2017	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2018	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2019	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2020	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2021	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2022	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2023	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2024	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

2025	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2026	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2027	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2028	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2029	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2030	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2031	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

## CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	FEB 2012
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	AUG 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7005	Identification Of Expenditures In The United States	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
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

(D) Have [ballot], have not [ballot], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

#### **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

#### **52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

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

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

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

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

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

- (i) Past performance reviews required by subpart 42.15;
  - (ii) Information that was entered prior to April 15, 2011; or
  - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
  - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
  - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
  - (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

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

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

#### **ADDITIONAL INSTRUCTIONS AND INFORMATION:**

1. Proposal Submission Instructions. Offerors are required to submit a complete proposal package as listed in Para 2 below to include past performance information from prime and/or major subcontractors within the past three years. Offeror shall submit past performance information for at least three (minimum) but no more than five (maximum) Prime and Major Subcontractor references. Proposal packages must be received on or before the solicitation closing date, no later than 4:00 p.m., local time (Bogota). Responses to Past Performance Questionnaire (Attachment 1) must be received no later than five calendar days *prior* to the solicitation closing date.

- a. Submit complete proposal packages to:

Regional Contracting Office – Bogota  
U.S. Embassy - Bogota  
Attn: Annabelle Miller or Robert R. DeVisser  
MILGP Unit 5140

APO AA 34038-5140

OR

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

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

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

Alternate:

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

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 five 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. Offerors shall place their proposals in 3-ring binders that will permit substitution of pages should revisions be required. Proposals should be complete and specific and should demonstrate a thorough understanding of the requirements of this solicitation.

e. Proposal shall be submitted in three separate volumes labeled Volume I - Technical, Volume II – Past Performance, and Volume III - Price. In addition, a sanitized version (remove references to company name) will be provided for the Technical Proposal, Volume I. Volumes I and II shall not exceed **75 pages total**, front and back (including attachments, appendices and addendums) and shall be limited to Arial or Times New Roman 12-point font size for all text, and a minimum of one inch margin on all four sides. Each paragraph shall be separated by at least one blank line. Electronic copies of proposals submitted via e-mail shall be prepared in Microsoft application programs (i.e., Word and/or Excel only) or electronic copy on compact diskettes (CDs). The Government prefers that the electronic copy of the completed proposal be submitted on one or more CDs. Proposals submitted electronically do not relinquish the Offeror's responsibility for providing a hard copy of the complete proposal, if required to do so. All electronic copies of the proposals submitted shall exactly match the hard copy. If there are any discrepancies between the electronic and the hard copy (paper) version submitted in response to the RFP, the hardcopy version will take precedence.

f. Minimum Proposal Acceptance Period. The proposal 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 offers.

## 2. Proposal Files

a. Format. The submission shall be clearly indexed and logically assembled with a Table of Contents for each volume. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall

be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer.

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

c. Content Requirements. All information shall be confined to the appropriate Volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details in a concise manner, to permit a complete and accurate evaluation of each proposal. Each Volume of the proposal shall consist of a Table of Contents, Summary Section, and the Narrative discussion. The Summary Section shall contain a brief abstract of the file. Proprietary information shall be clearly marked. Proposal narrative shall include the following:

(1) Volume I - Technical. The technical proposal shall contain one binder 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 Proposal shall be organized in accordance with the following evaluation sub-factors:

(a) Section 1 Offeror's Capability and Technical Approach

(b) Section 2 Key Personnel

(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 Descriptions

(b) Section 2 – Performance

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

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

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

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

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

FAR 52.212-3 Offeror Representations and Certifications –  
Commercial Items Alternate 1

DFARS 252.212-7000 Offeror Representations and Certifications –  
Commercial Items

FAR 52.209-5 Certification Regarding Responsibility Matters

(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. Submitters are advised 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.

## **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:

- a. Technical
- b. Past Performance
- c. Price

Award will be made to the lowest priced, technically acceptable proposal.

(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)

## **ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS**

### **A. BASIS OF AWARD**

1. The Government anticipates awarding a Requirements type contract resulting from the RFP solicitation followed by subsequent FFP TOs, as applicable; and reserves the right to not award a contract at all depending on the quality of proposals received and availability of funds. Requirements contract necessitates that the Government acquire all of its requirements for specific services during a specified period of time from a single contractor. Contract award will contain a realistic *estimate* of services that will be required since the precise service requirements cannot be pre-determined.

2. In accordance with FAR Clause 52.212-2, Evaluation – Commercial Items, 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 contemplates contract award **without discussions** with Offerors, except for clarifications as described in FAR Subpart 15.3. Offeror's initial proposal should include accurate, estimated price and the best technical terms and conditions. The Government also reserves the right to conduct discussions, if the Contracting Officer determines discussions are necessary.

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

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

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

#### **a. Sub-factor 1 Offeror's Capability and Technical Approach**

The offeror shall describe the company's organization structure, provide an organization chart that depicts structure alignment, describe the company's capabilities and the offeror's methods and technical approach to meeting the PWS requirements in a timely and acceptable manner. In addition, the offeror shall include a description of the offeror's experience with work of similar nature, scope, complexity, and difficulty to that which will be performed under the prospective contract contemplated by this solicitation. The objective of the evaluation is to determine whether the offeror has previously encountered and successfully satisfied of like breadth, detail, and

challenges that it may encounter under the prospective contract; and develop insight into the offeror's demonstrated capabilities and its ability to meet the Government's stated requirement. The offeror shall include the following plans with the proposal.

(1) Transition Plan (Phase-in): Describe all actions to be taken to ensure a smooth transition to assume full responsibility for full performance in all areas of operations within 45 days after contract award. The Phase-In Plan shall include a detailed plan for the initial 30-day period which comprehensively addresses the timeline for hiring, training, and orientation of the work force and other actions necessary to accomplish a smooth transition.

(2) Transition Plan (Phase-out): Describe all actions to be taken to effect a smooth and orderly transfer of contract responsibility to a successor contractor with minimal disruption to the mission. The Phase-Out plan shall include the contractor's timeline and approach to employee notification, retention of key personnel, turn-over of work in progress, inventories and turn-over of Government property, removal of Contractor property, data and information transfer and any other actions required to ensure continuity of operations with minimum disruption. The phase-out period is estimated to begin 30 days prior to contract expiration.

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

b. Sub-factor 2 Key Personnel

The offeror will submit resumes of the three (3) Key Personnel specifically identified under Par 2.1 of the PWS. Resumes shall include, at a minimum, the following information: name and educational background, employment history giving the name of each employer, period of employment and title, history of applicable experience only, to include name of company, period of time of experience, description of duties, level of responsibility and title. Each resume must indicate whether this is for a current employee of the firm or a proposed new hire and must be accompanied by a letter of commitment from the candidate stating their intent to work for the Contractor under the resulting contract. Resumes shall clearly address and meet the minimum qualifications specified in the PWS (Par 2.1.4.1, Par 2.1.5.1 and Par 2.1.6.1) in order to be considered technically acceptable.

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

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

(b) Contractor Performance. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Responses to the past performance questionnaire in the five (5) areas listed below will be considered in evaluating past performance information. Any “Unacceptable” rating on any of the five areas will result in an overall past performance rating of “Unacceptable”.

(1) Quality of Service: A pattern of successful completion of tasks of good quality

(2) Schedule/Timeliness of Performance: A pattern of submitting deliverables/completing tasks that are timely

(3) Business Relations: A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.)

(4) Management of Personnel: A pattern of effective hiring and retention practices

(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 (PPIRS) or Contract Performance Assessment Reporting System (CPARS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s) and any other known sources not provided by the Offeror.

#### 4. Factor III – Price

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

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

c. A significant portion of the contract will be on a Cost Reimbursable basis. These represent tasks described in the PWS which cannot be estimated with sufficient precision to allow for a fixed price offer to be submitted. It is the Government's intent to provide either budgetary estimates on a Not-to-Exceed basis for these items or to use historical data to represent the anticipated level of activity. This will provide potential Offerors with adequate insight for planning purposes, but will remove any inherent advantage the incumbent has regarding the actual cost of these items. Offeror shall specify the Material Handling Fee (MHF) associated with each of the Cost Reimbursable CLINs. The MHF will be included in evaluating price.

d. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price, for the purpose of evaluation will include the prices for the base period, first option, second option and one-half of the second option. DBA insurance and travel 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 proposals shall be subject to evaluation by a team of Government evaluators. Each factor and sub-factor shall be evaluated using the following assessment approaches:

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

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

	the solicitation
--	------------------

2. Past Performance Evaluation Approach. Proposals will be rated on an “Acceptable” or “Unacceptable” basis.

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

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

3. Price Evaluation Approach. Total evaluated price shall be determined by adding the total price for all options to the total price for the basic requirement plus one-half of the offeror’s final option period price. Material Handling Fee for all Cost Reimbursable CLINs will be included in evaluating price. DBA insurance and travel will not be included in evaluating price.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2012)**

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

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

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

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

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

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

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a

subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

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

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

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

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

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

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

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

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

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

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

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

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

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

(ii) It  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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern 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 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)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

\_\_\_\_\_

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

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

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

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

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-

Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

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

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.
_____
-
_____
-
_____
-

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

(4) 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)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

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

(List as necessary)

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

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

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

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

(3) ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ( ) Have, ( ) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

---

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

(2)  Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

(o) Sanctioned activities relating to Iran.

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

(2) Representation and Certification. 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; and

(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.

(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 (APR 2012)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

       (11) [Reserved]

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

       (ii) Alternate I (NOV 2011).

       (iii) Alternate II (NOV 2011).

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

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

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

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

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

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

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

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

- \_\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- \_X\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_X\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_X\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_X\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_X\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- \_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- \_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- \_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- \_\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.
- \_\_\_\_ (iv) Alternate III (Mar 2012) of 52.225-3.
- \_\_\_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- \_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

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

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

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

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

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

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

\_\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### **52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

See proposal submission instructions.

(End of provision)

#### CLAUSES INCORPORATED BY FULL TEXT

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

The Government contemplates award of a Firm Fixed Price (FFP) Requirements with Cost Reimbursable line items contract resulting from this solicitation.

(End of provision)

#### **52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end of contract performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1.2M;

(2) Any order for a combination of items in excess of \$4.1M; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days

after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **52.216-21 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after contract expiration.

(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 within five (5) 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 within five (5) 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 36 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) The Contracting Officer Representative in coordination with the Regional Security Officer and written authorization from the Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(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)

#### **52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond 30 Sep 2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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

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

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

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

(End of provision)

### **ADDENDUM**

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

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

days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

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

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

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

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

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

(End of clause)

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

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

<http://farsite.hill.af.mil>

(End of provision)

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

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

<http://farsite.hill.af.mil>

(End of clause)

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

(a) Definitions.

As used in this clause-

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

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

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

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

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

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

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

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

(2) Representation.

The Offeror represents that it-

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

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

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

(End of provision)

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

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

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

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

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

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

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

(4)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

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

(6)(i)  252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

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

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

(8)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9)  252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

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

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

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

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

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

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

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

- (15) \_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) \_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ Alternate I (OCT 2011) of 252.225-7036.
- (iii) \_\_\_ Alternate II (OCT 2011) of 252.225-7036.
- (iv) \_\_\_ Alternate III (OCT 2011) of 252.225-7036.
- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) \_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data ((SEP 2011), if applicable (see 227.7102-4(c)))(10 U.S.C. 2321).
- (23) X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) X 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) X 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

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

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

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

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

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

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

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

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

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

(End of clause)

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

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

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

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

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Pre-deployment requirements.

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

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

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

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

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

(h) Contractor personnel.

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

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

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

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

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

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

(End of clause)

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

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

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

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

(End of clause)

#### **252.229-7001 TAX RELIEF (JUN 1997)**

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

NAME OF TAX:	IVA	RATE (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)

#### **Payment Process**

#### **Wide Area Workflow (WAWF) Electronic Invoicing Instructions**

Contractor shall submit payment request using the following method (s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

  X   Wide Area Workflow (WAWF) (see instructions below)

DFAS POC and Phone: Customer Service @ 1-800-553-0527

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt / Acceptance documents electronically. Contractors using WAWF shall (i) register to use WAWF-RA at <https://wawf.eb.mil>, and (ii) ensure an electronic business Point of Contract (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract / order.

### **WAWF Instructions**

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor> . Your purchase order / contact number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

\_\_\_\_XXXX\_\_\_\_ Invoices as 2-in-1

**(The following information will be completed at time of award)**

CAGE:

ISSUE BY DODAAC:

INSPECT BY DODAAC:

ACCEPT BY DODAAC:

SHIP TO DODAAC:

PAYMENT OFFICE FISCAL STATION CODE:

### **EMAIL POINTS OF CONTACT LISTING:**

INSPECTOR:

RECEIVING OFFICE POC:

CONTRACT SPECIALIST:

CONTRACTING OFFICER:

## 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 Tel 011-57-1-275-4227 or 011-57-320-859-6933 or E-mail at [annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil) or [annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil)*

### **SOLICITATION: W913FT-12-R-0013 – Logistics Support Services**

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

The requirement is for the contractor to supply all resources necessary to accomplish the required services to include but not limited to program management, supply support activities/warehouse operations, property book and unit supply support, transport and customs support, vehicle maintenance and repair parts support, facilities administration to include contracting, design, maintenance and support for the USMILGP-CO and its supported agencies throughout the country of Colombia.

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(5) A respect of stewardship of Government funds

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."

<b>PLEASE PROVIDE THE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.</b>		
<b>QUALITY OF SERVICE</b>	<b>RATING</b>	
	<b>Acceptable</b>	<b>Unacceptable</b>
1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).		
2. Effectiveness of on-site management, including management of subcontractors		
3. Ability to meet quality standards specified for technical		

<b>PLEASE PROVIDE THE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.</b>		
<b>QUALITY OF SERVICE</b>	<b>RATING</b>	
	<b>Acceptable</b>	<b>Unacceptable</b>
performance.		
4. Quality/integrity of technical data/report preparation efforts.		
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.		
6. Effectiveness of material management.		
7. Effectiveness of acquisition management.		
8. Contractor safety record.		
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.		
<b>SCHEDULE/TIMELINESS OF PERFORMANCE</b>		
10. Compliance with contractual delivery terms and conditions		
11. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.		
12. Ability to successfully respond to emergency and/or surge situations.		
13. Responsiveness regarding safety issues.		
<b>BUSINESS RELATIONS</b>		
14. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).		
<b>MANAGEMENT OF PERSONNEL</b>		
15. Ability to hire/apply a qualified workforce to this effort.		
16. Ability to retain a qualified workforce on this effort		
<b>STEWARDSHIP OF GOVERNMENT FUNDS</b>		
17. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.		
18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.		
19. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.		

<b>PLEASE PROVIDE THE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.</b>		
<b>QUALITY OF SERVICE</b>	<b>RATING</b>	
	<b>Acceptable</b>	<b>Unacceptable</b>
<b>OVERALL RATING</b>		
In summary, provide an overall rating for the work performed by this contractor.		

COMMENTS: Objective Comments/ concerns relating to this Offeror.

---



---



---