

<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 43		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-12-R-0035		6. SOLICITATION ISSUE DATE 10-Aug-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 12 Sep 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: 1000 NAICS: 336112		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	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	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

**Section SF 1449 - CONTINUATION SHEET**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Light Armored Vehicles FFP IAW with the specifications requirements under Exhibit A.	12	Each		
<p>Price shall include door to door delivery to Bogota, Colombia.</p> <p>Customs clearance charges shall not be included in the price. Delivery shall be made directly to the shipping address stated in the solicitation/award in order to ensure clearance charges will not be incurred.</p> <p>FOB: Destination</p>					
					NET AMT

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	90 dys. ADC	12	USMILGP COLOMBIA - LOGISTICS MISSION AL PAGAN AEROPUERTO EL DORADO NUEVA ZONA ADUANERA HANGAR 18 BOGOTA 310-552-9050 FOB: Destination	WF7LKT

**CLAUSES INCORPORATED BY REFERENCE**

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	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
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
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

**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 FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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

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

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

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

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

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

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

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

d. Volume I (Technical Proposal) shall not exceed **15 pages total**, front and back (including attachments, appendices and addendums, but excluding the Table of Contents) and shall be limited to Arial or Times New Roman 12-point font size for all text, and a minimum of one inch margin on all four sides. Each paragraph shall be separated by at least one blank line. If the page limit is exceeded, the pages in excess of the limit shall be removed and returned, unread, to the offeror. Specification sheets and warranty documents are not included in the page limit.

e. The Government will not accept any changes to the contractor's proposal after the closing date of the solicitation (See FAR 15.208 for further information regarding late proposals). If discussions become necessary,

page limitations may be placed on responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the offerors.

f. Minimum Proposal Acceptance Period. The proposal acceptance period is 60 days. The Offeror shall make a clear statement in its Proposal Documentation that the proposal is valid for a period of not less than 60 days from receipt of offers.

g. Questions regarding this solicitation shall be submitted in writing to the Contracting Officer via email at [annabelle.miller@tsc.southcom.mil](mailto:annabelle.miller@tsc.southcom.mil) or [annabelle.miller@us.army.mil](mailto:annabelle.miller@us.army.mil) no later than 14 Aug 2012, 1600 hours local time (Bogota). The Government reserves the right not to respond to any questions received concerning this solicitation after the question receipt date and time above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle.

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

## 2. PROPOSAL FILES

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

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

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

(1) Volume I - Technical. The technical proposal shall contain one file which addresses the technical portion of the proposal, specific and complete in every detail. Each evaluation factor shall be included in a separate section and tabbed accordingly. 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 Vehicle Objectives, Specifications and Data Requirements
- (b) Section 2 Basic Armor Package and Ballistic and Armor Requirements
- (c) Section 3 Warranty

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

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

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

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

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

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

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

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

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

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

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

### **B. EVALUATION FACTORS**

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

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

a. Sub-factor 1 Vehicle Objectives, Specifications and Data Requirements

The offeror's proposal will be evaluated to determine if the offeror has provided the vehicle objectives, specifications and data requirements as identified in the Specifications/Requirements per Exhibit A. The proposal shall address at a minimum specifications of proposed vehicle (i.e. make and model, passenger capacity, fuel tank capacity, number of doors, color, fuel type, etc), timeline for delivery including vehicle inspection, shipping, OCONUS location acceptance. Timeline shall ensure that delivery is accomplished within the required delivery period stated in the solicitation.

b. Sub-factor 2 Basic Armor Package and Ballistic and Armor Requirements

The offeror's proposal will be evaluated to determine if the offeror has provided the basic armor package and ballistic and armor requirements as identified in the Specifications/Requirements per Exhibit A. The proposal shall address basic armor package, ballistic and armor requirements.

c. Sub-factor 3 Warranty

The offeror's proposal will be evaluated to determine if the offeror has provided the minimum warranty as identified in the Specifications/Requirements per Exhibit A. The offeror's proposal shall address at a minimum three (3) year warranty on parts, labor, and workmanship on ballistic glass and a minimum three (3) year warranty on parts, labor, and workmanship on opaque armor, from date of acceptance. Proposal shall also address minimum response times and shall demonstrate that the warranty coverage process will provide the Government responsive and effective repairs as needed.

3. Factor II – Price

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

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

**C. EVALUATION APPROACH**

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

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

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

3. Price Evaluation Approach. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all CLINs/items stated in the solicitation. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal

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

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

annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

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

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

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

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

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

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

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

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

business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ballot] is, [ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

---

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

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

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

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

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

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

50 or fewer  \$1 million or less

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

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

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

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

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

Over 1,000  Over \$17 million

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

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

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

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

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

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

--	--

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:  
Line Item No.:

\_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: -----.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other -----.

(5) Common parent.

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

( ) Name and TIN of common parent:

Name -----.

TIN -----.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

(o) Sanctioned activities relating to Iran.

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

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

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

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

(End of provision)

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 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.)

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

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

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

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

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

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

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

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

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

(11) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

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

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

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

- \_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- \_\_\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (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 (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

\_\_\_ (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 (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_ (7) 52.226-6, 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)

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

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

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

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

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

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

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

(End of provision)

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

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

Headquarters U.S. Army Materiel Command

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

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

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

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

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

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

(End of provision)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

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

(End of clause)

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

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

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

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

- (1)  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2)  252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).
- (5)  252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i)  252.225-7001, Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).
- (ii)  Alternate I (OCT 2011) of 252.225-7001.
- (7)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
- (8)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).
- (9)  252.225-7012, Preference for Certain Domestic Commodities (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 (MAY 2012) (Section 846 of Pub. L. 111-383).
- (13)(i)  252.225-7021, Trade Agreements (JUN 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 (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii)  Alternate I (JUN 2012) of 252.225-7036.
- (iii)  Alternate II (JUN 2012) of 252.225-7036.

- (iv) \_\_\_ Alternate III (JUN 2012) of 252.225-7036.
- (v) \_\_\_ Alternate IV (JUN 2012) of 252.225-7036.
- (vi) \_\_\_ Alternate V (JUN 2012) of 252.225-7036.
- (17) \_\_\_ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) \_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) \_\_\_ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) X 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) X 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) \_\_\_ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) \_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) \_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) \_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) X 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) \_\_\_ Alternate I (MAR 2000) of 252.247-7023.
- (iii) \_\_\_ Alternate II (MAR 2000) of 252.247-7023.
- (iv) \_\_\_ Alternate III (MAY 2002) of 252.247-7023.
- (30) X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) \_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall

include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- 2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).
- (4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
- (6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

**252.229-7001 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):	1.6%
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(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

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

(End of clause)

**PAYMENT INSTRUCTIONS / INSTRUCCIONES DE PAGO**

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

**Within Colombia:**

Billing Address:

Calle 24 Bis 48-50 (POST 1)  
US Embassy  
USMILGRP – Contracting Office  
Attn: Tatiana Suarez  
BOGOTA, COLOMBIA  
TEL: 011-571-383-2601

**Outside of Colombia:**

Scan the documents (invoice and DD250 form) and send by e-mail to: [tatiana.suarez.co@tcsc.southcom.mil](mailto:tatiana.suarez.co@tcsc.southcom.mil) with a copy to the contracting officer at [annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil)

**PARA RADICAR LA FACTURA:**

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

**En Colombia:**

Oficina de Pago:

Calle 24 Bis 48-50 (PUESTO # 1)  
US Embassy  
USMILGRP – Contracting Office  
Attn: Tatitana Suarez  
BOGOTA, COLOMBIA  
TEL: 011-571-383-2601

**Fuera de Colombia:**

Escanear documentos (factura y forma DD250) y enviar por e-mail a: [tatiana.suarez.co@tcsc.southcom.mil](mailto:tatiana.suarez.co@tcsc.southcom.mil) con la copia a oficial de contratos a: [annabelle.miller@tcsc.southcom.mil](mailto:annabelle.miller@tcsc.southcom.mil)

**Exhibit A**  
**Specifications/Requirements**  
**Armored Vehicles**

**1.0** The contractor shall provide all resources necessary to provide armored vehicles, provide and install upgrade suspension components, breaking system and driveline (i.e., drive shaft) IAW the specifications/ requirements as described in below. The contractor shall also provide all materials needed to make templates in accordance with the specifications provided and all ballistics testing certifications for transparent and opaque armoring materials and data items as described herein. In addition, the contractor will provide a secure area during work performance / modifications, and ensure access will be restricted to allow only plant personnel and authorized visitors and the customer representatives. The contractor will allow the Government to perform time-phased workmanship inspections.

**2.0** The vehicles shall comply with the following U.S. specifications/requirements:

- a. 2012 SUV 4X4 4.0 Liter DOHC 24-Valve V6 Model Year 2012 (less than 100 miles). Original equipment, heavy duty options and shall meet all performance requirements as stated herein.
- b. 4.0 liter DOHC 24 Valve with Dual Independent Variable Valve Timing with Intelligence (VVT-i); 270 hp @ 5600 rpm; 278 lb.-ft. @ 4400 rpm
- c. Auxiliary engine/transmission cooler
- d. Heavy duty automatic transmission 5-speed Electronically Controlled Automatic Transmission (ECT-i) and sequential shift mode
- e. Full time 4WD with Active Traction Control (A-TRAC) and Torsen limited-slip center differential with locking feature
- f. Ignition System – Electronic
- g. Emission Rating – Low Emission Vehicle (LEV-II)
- h. High-capacity front and rear air conditioning
- i. Heavy-duty suspension – coil-spring independent double-wishbone front suspension with stabilizer bar; coil-spring 4-link with lateral rod rear suspension with stabilizer bar (upgraded front and rear springs, sway bars, heavy-duty shock absorbers, etc).
- j. X-REAR Sport Enhancement Suspension
- k. Trailer towing package
- l. Heavy-duty electrical / cooling package.
- m. Power windows and locks, capable of being operated from the driver's station
- n. Seating Capacity: 7
- o. Fuel Type and Fuel Tank Capacity: Gasoline / 23 Gallons minimum

- p. Color: dark color (Navy Blue, Forest Green, Gray, or Black) A mixture of acceptable colors is acceptable, but all vehicles must be one of these four colors
- q. US and Metric speedometer
- r. Brakes – Power assisted ventilated front disc brakes; ventilated rear disc brakes
- s. Minimum four (4) doors
- t. Cruise control
- u. Tilt steering
- v. AM/FM radio, CD (Colombian frequency)
- w. Set of the OEM standard owner's and repair manuals in English and Spanish
- x. High altitude package
- y. Step bumpers
- z. Floor mats for front and rear passenger areas
- aa. Heavy duty air compressor mounted inside the vehicle cargo area
- ab. One ABC type fire extinguisher and mounting bracket shall be provided, with the extinguisher having a minimum 2.5 pound (1 kg) capacity. The fire extinguisher shall be located in the cargo area.
- ac. Tool box or storage area with tire changing tools and lifting jack minimum capacity of 50% of the heaviest axle load rating at Gross Vehicle Weight (GVW) shall be provided.

### **3.0 Basic Protection Package**

**3.1** The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for the basic armor application package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle as stated herein.

**3.2** Armoring shall integrate opaque / transparent materials and vehicle structural design in such a manner as to withstand both ballistics and explosive events, while affording optimum protection throughout the entire passenger compartment.

**3.3** The basic armor protection package includes installation of opaque and transparent armor for the entire vehicle (i.e. 360-degree horizontal protection, roof and floor armor protection). The basic package also includes:

- a. Operable front windows (both left and right), with minimum of 4" and maximum of 6" drop. Power windows shall operate smoothly, have positive window and motor stops at the fully open and closed positions.
- b. Self-sealing, corrosion-resistant fuel tank. Ricochet mitigation plus perimeter protection on all sides except on the floor, but assure that fuel can be drained through the drain hole, required for air lift. Drain hole must be easily accessible without having to disassemble the perimeter armor box for fuel cell.
- c. Ballistic protection for the vehicle management system (engine computer) if located outside of the passenger compartment.

- d. Valve regulated lead acid (VRLA) battery or Absorbed Glass Mat (AGM) battery.
- e. Installation of second protected (backup) battery, gel or Absorbed Glass Mat (AGM), with primary-secondary switch accessible to the vehicle operator.
- f. Interior/exterior intercom system (audible from inside and outside the vehicle).
- g. Deactivation switch for all front-seat air bags. Switch will ensure that all front seat air bags can be deactivated quickly. Switch must be within arm's reach of driver and clearly labeled. When switch is disabled, a red warning light will illuminate to warn the operator.
- h. Tailpipe screen/protection and a locking gas cap.
- i. Child protection locks on all passenger doors shall be disabled.
- j. Commercial opaque car cover for each vehicle (which extends the useful life of transparent armor).
- k. Armor maintenance guide in English and in Spanish.
- l. Jack for changing tires must accommodate the weight of the vehicle after armoring. Jack must be capable of providing enough vertical clearance to change the entire tire/wheel assembly.
- m. Exterior door locks will be hardened to prevent thieves from drilling through the lock mechanism. The vendor can propose a second or backup system to defeat a thief's attempt to break into the vehicle.
- n. Seat belts (lap belt a minimum) for all passengers.
- o. Power mirrors, on the driver and passenger sides, capable of being operated from the driver's station.
- p. Safety straps to facilitate entering and exiting the vehicle, if not available as OEM.
- q. Tinted glass: All window glass (front windshield, front driver's and front passenger's windows, rear window and rear quarter panels) shall be tinted to have no more than 70% overall visible light transmission (VLT) (i.e., 30% blockage of incoming light).
- r. Run-flat tires and wheels, including one full size spare tire/wheel/insert assembly with the following specifications:
  - (1) Capable of providing continued mobility under all terrain and inflation conditions (including zero air pressure) without failure under the following conditions: four (4) flat tires, five (5) miles at 30 mph; one (1) flat tire, 30 miles at 30 mph. Both conditions shall be achievable over any type terrain.
  - (2) A complete assembly consisting of a two-piece bolt together wheel, with a flat base in the traditional "drop center" area of the wheel, with a rubber (or equivalent material) run-flat incorporating a dual bead-lock design. Tire deflection will not exceed 55% of normal side-wall height under zero air pressure conditions.
  - (3) A tire rated for highway and off-road operations that must have minimum load range rating of at least 25% above the after-armoring GVW tire load. The tire must also have resistance to abrasion and punctures of its sidewall.
  - (4) Wheel and tire must be properly matched to the vehicle's new after-armoring load rating and the environmental conditions of the destination country (Colombia).

(5) Run-flat inserts shall be capable of withstanding ballistic threats of 7.62 x 39mm, 7.62 x 51mm ball and M193 rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.

(6) Wheels shall be capable of withstanding ballistic threats of 7.62 NATO rounds without breakage or structural failure. Damage limited to full penetration of the projectile is acceptable.

(7) All tires provided in support of vehicle operations shall be identical.

s. Ram bumper on the front and rear

#### **4.0 Performance Requirements**

**4.1 Construction:** Armoring shall integrate opaque / transparent materials and vehicle structural design in such a manner as to withstand both ballistics and explosions events and balance structural loads while affording optimum protection throughout the entire passenger compartment (Component design). Vehicle's design-operating dynamics is a critical factor (OM rated payload capacity), and armoring method/materials must take into account a variety of factors relating to protection level specified, vehicle balance, structural load and safety. Total weight of armor package for both models (opaque and transparent) should be approximately 1100 KG. The contractor will coordinate with the Government technical representative to determine the armoring weights of each type vehicle based on the armoring specifications provided. The intent is to provide the highest level of protection, while maintaining the OEM vehicle handling characteristics and load capabilities. The contractor will factor suspension design to accommodate the additional weight of the armor package, cargo and passengers. Upgrades to the suspension, brake systems, tires, rims, shocks absorbers, springs and coils will be required to support the additional weights generated by the armoring process

**4.2 Ballistic Performance.** The required armor protection levels for the Basic Protection Package, Roof, and Floor for each vehicle are specified below.

**a. 360-degree Horizontal Protection:** The ballistic protection requirements are Level A (AK-47) at 0 degrees. All transparent and opaque armor must, at a minimum, defeat three rounds each of rifle 7.62 x 39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at zero degree obliquity.

**b. Floor Armor:** Capable of withstanding an AK-47 round at 30 degrees. The floor shall be armored with opaque armor (a metallic material is desired and will receive a higher rating) to defeat three rounds each of rifle 7.62 x 39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 30 degrees obliquity using the test procedure described in paragraph (4) below.

**c. Roof Armor:** Capable of withstanding an AK-47 round at 30 degrees. The roof shall be armored with opaque armor to defeat three rounds each of rifle 7.62 x 39 mm Ball PS, M1943, with maximum/minimum velocities of 2340/2275 (fps) measured at ten feet from target impact at 30 degrees obliquity using the test procedure described below.

**d. Floor and Roof:** Armoring of entire floor and roof area will consist of steel to level A (AK47). Installation of steel must ensure against gaps and provide sufficient overlapping within the passenger compartment. Minimum protection level acceptable to withstand blasts underneath the vehicle (hard surface only) from two (2) DM 51 German ordnance, grenades wired together and/or similar blasts. A sample floor pieces will (if deemed necessary) be provided to authorize a Contracting Officer's Technical Representative in advance of installation and shipped to designate address (to be provided) for testing and approval of installation, and at no extra cost to the customer. Test sample side must be 41 ¾ inches square and parallel, 90 degree edges. Line X door liners (door coverings) are acceptable after armoring. OEM liners, OEM seats and floor carpet will be installed after armoring.

e. **Opaque Armor:** Vehicle shall afford ballistic protection for the protection level specified. All opaque armor materials shall be give a protective coating which will ensure a smooth surface and allow for effective inspection of armor materials for cracks; and protection from moisture and/or excessive heat.

f. **Transparent Armor:** Transparent armor shall be of one piece construction with anti-spall inner layer (block glass). Transparent armor shall be laminated construction and shall have a material alone capability of meeting or exceeding the ballistic protection specified in sub-paragraph 3.1 and 3.2 above. Exposed Polycarbonate surface shall be treated with an abrasion resistant coating. Manufacture's marking shall be concealed, hidden, from plain view, to the maximum extent possible within the border/trim area. Windshield shall be constructed with wire mesh attached to both 'A' pillar to prevent glass dislodgement. Transparent armor will have no tint in the glass. OEM glass will have factory tint, unless the tint level is so high as to prevent observation into the vehicle. Testing and certifications of ballistic protection level specified for transparent armor must take into account variables in temperatures of differing operational environments; i.e. summer/winter temperature ranges. Glass shall be block enabling the glass to fit into the "U" channel door design. The "U" channel will be the same shape as the block glass to accommodate a secure fit and present an OEM appearance.

g. **Design:** All armor design shall be pre-approved by the Contracting Officer's Representative prior to installation. Gaps between opaque armor plates shall be held to a minimum. All opaque armor materials joining on the same plane shall have an overlap strip that is a minimum of 1.5" (38 mm) wide to cover the seam. Floor armor plate gaps shall not exceed .125" (3 mm) prior to welding. All opaque armor shall overlap the transparent armor by a minimum of 3/4 (9 mm). The opaque roof armor shall stop at the rear of the passenger compartment, at the junction of the rear bulkhead door assembly.

h. **Bulkhead:** The contractor shall build an armored bulkhead. This bulkhead shall provide coverage from the floor to roof and fully from right to left sidewall. The bulkhead door shall have an installed secure lock operable inside that can be opened with lever handle and outside can be opened only with a key. Further, existing rear cargo door glass (windows), unarmored will have a window film applied equal to or better than Scotchshield Ultra Safety Window Film, SCLARL 150, a 3M product.

i. All opaque (steel or other bulletproof material) and transparent (bulletproof glass) armor shall completely protect vehicle's interior passenger compartment area (100%) including roof and floor area. Seams, joints, gaps, or holes occurring at door opening, with armor panels, between opaque and transparent armor boundaries, shall be constructed such that a projectile following a linear or angled path shall not enter the vehicle's interior without contacting the armor material. Construction shall also minimize a projectile entering the interior due to a ricochet from the armor. Specific areas of the engine compartment (i.e. firewall / dashboard area), hood, and wheel wells must be covered to ensure no penetration of the passenger compartment.

j. Armor materials will be secured by welding or bolting, depending on specific panels such as pillars and access panels. Method of attachment must ensure structural integrity and protection of the passenger compartment. Method of armor materials fixation must preclude dislodgement by ballistic / explosives device or vehicle accident and withstand vibration and / or shifting of demanding off-road operation.

k. **Interior design:** Interior design after armoring shall be OEM seats, with line-x door covers, and all vertical surfaces up to the belt line are line-x, roof panel covers shall be covered in foam and OEM style headliner material, and OEM style carpet on floors. Front, rear, and side armor shall be covered in foam and vinyl above the belt line.

### 4.3 Ballistic Test Procedure

4.3.1 The ballistic performance verification test shall be conducted in accordance with the American Society of Testing Materials (ASTM) Standard, Standard Test Method for Security Glazing Material and Systems, using the rounds specified above. All armoring materials shall demonstrate capability to defeat 3 shots at 120-degree intervals on the periphery of an eight-inch diameter circle. Contractor shall ensure that each lot of materials used in the vehicles is certified for ballistic conformance.

**4.3.2** Only those opaque and transparent armor material tested by an armor test laboratory (H.P. White, Beschussamt Mellrichstand or the Southwest Research Institute) and having received certification meeting the armor material and optical standards articulated by the US Department of State shall be used in the special protected vehicle fabrication (No armor material substitution is authorized).

**4.3.3** Original (Certified to be original) certifications for opaque and transparent material tested and/or utilized in this contract will be provide to the Contracting Officer's Technical Representative.

## **5.0 Vehicle Performance and Configuration Requirements**

**5.1** The threat ballistic projectiles, whether following any linear path or ricochet, shall not penetrate the passenger compartment, and construction/design shall minimize the creation and impact of secondary projectiles.

**5.2** Payload capacity, after armoring, shall, at a minimum, accommodate the OEM stated number of adult passenger's times 200 pounds. Our desired payload capacity is 250 pounds per passenger.

**5.3** A significant portion of the mileage of the vehicles will be on secondary roads. The installation and fastening of the armor materials shall be capable of withstanding the shock and vibration of secondary roads of the destination country.

**5.4** The suspension system, attachment points and related infrastructure components shall be modified to meet after-armoring mass and payload of the vehicle.

**6.0 Vehicle Performance and Configuration Design Objectives.** Overall construction/design shall achieve balanced structural loads given the capabilities and limitations of the OEM vehicle. All necessary modifications to the vehicle shall be completed such that:

a. The automotive functionality (e.g. acceleration, braking, handling, etc.), and the appearance of the base vehicle (interior and exterior), must be maintained as closely as possible to OEM characteristics.

b. The appearance of the vehicles must be inconspicuous. They must appear to be normal everyday SUV's.

c. Specific vehicle acceleration, braking and cornering at after-armoring mass weight on dry surfaces should allow for positive control at all times. Impacts on interior environmental features, including noise levels, HVAC, lighting and sound systems shall be minimized and such systems shall perform as the original OEM intended.

## **7.0 Performance Design Objectives**

a. Acceleration:

Required: 0 to 60 mph in under 20 seconds

Desired: 0 to 60 mph in less than 15 seconds

b. Top Speed:

Minimum Required: 90 mph

Desired: 100 mph.

c. Suspension and Handling. Handling with a lateral G force of 65% or greater. Drive train and coupling (attached points) and related infrastructure components shall be reinforced, if necessary, to accommodate increased vibration/stress due to additional weight of the armor mass.

d. Braking. Below is the required braking distance for each vehicle class.

(1) 2012 Sport Utility Vehicle (SUV) 4X4 4.0L V6: From 60 mph to full stop in less than 155 feet.

(2) Brake system shall accommodate after-armor mass of vehicle and be of such design as to ensure against failure, to include failure at top speed and/or repeated use. Each vehicle type will be tested for the performance criteria stated above without a payload, except for an operator weighing approximately 200 lbs.

(3) The contractor shall provide and install all necessary materials, components, accessories and/or mounting hardware for protection package, and each specified optional feature, and make any/all compensatory adjustments to the vehicle, in accordance with the requirements set forth within this contract.

(4) Mounting hardware should be hardened/tempered steel, and should not become a secondary projectile if hit or penetrated.

## **8.0 Warranty and Inspection:**

**8.1** All vehicles armored under this agreement shall carry the standard commercial warranty of a minimum three (3) year warranty on parts, labor, and workmanship on ballistic glass and a minimum three (3) year warranty on parts, labor, and workmanship on opaque armor, from date of acceptance. The contractor shall provide warranty coverage at the vehicle's location (which might be outside of the Bogotá metropolitan area) at no additional cost to the government (i.e., parts, labor, shipment and travel).

**8.2** Contractor shall assign to the Government any remaining OEM warranty protection.

## **9.0 Performance Verification**

**9.1 Quality Assurance.** The contractor shall have a quality assurance system that as a minimum ensures consistency in the level of quality for all work performed. The contractor shall provide a vehicle inspection record (VIR) for each vehicle produced. The contractor shall perform the required inspection and tests and document the VIR.

**9.2** The contractor shall make available to the government upon request, all of its performance documentation which it used to complete the VIR including but not limited to: ballistic performance data for all armor, transparent and opaque, test reports and certifications regarding optical clarity, distortion and defects. Ballistic performance certifications for each lot of armor materials must either be certified by an independent laboratory, or follow an approved, documented contractor certification process, which is periodically validated by an independent certification lab.

**9.3** The contractor shall retain all such records for a period not less than five years following contract expiration.

**9.4** If the contractor changes armoring material vendors, armoring materials or designs from those in the proposal, they must notify the government and provide appropriate certifications, specifications and drawings for technical review prior to completion of vehicle production or delivery.

**9.5** The Contractor shall, as a minimum, test acceleration, handling and braking performance using a Vericom or comparable testing equipment. The government reserves the right to conduct such road tests and any other inspections deemed necessary to verify road worthiness and quality assurance/performance such as road shock and vibration, handling, etc. These tests will be done by the contractor or by a third party.

**9.6 Inspection of Work-In-Progress.** The government reserves the right to inspect work-in-progress of the production units. Attention will focus on the potential for ballistic gaps, general vehicle performance and configuration issues, and any suspected aspects of vehicle vulnerability. The contractor shall recommend an appropriate time frame for this activity to the contracting officer (KO) and contracting officer's representative (COR), giving at least two (2) weeks advance notice (to allow coordination and/or travel arrangements).

**9.7 Process Inspections.** The government reserves the right to conduct process inspections. The government will coordinate the inspection time frame with the contractor, providing appropriate advance notice and internal coordination.

**10.0 Data Requirements.** Contractor shall provide the following vehicle information.

- (a) Make and Model
- (b) VIN Number
- (c) Registration Number
- (d) National Stock Number (if applicable)
- (e) Manufacturer
- (f) MFG Serial Number
- (i) Vehicle Curb Weight (Lbs/Kg)
- (j) Payload. Maximum (Lbs/Kg)
- (k) Gross vehicle weight rating (Lbs/Kg)
- (m) Warranty (months/miles)
- (n) Vehicles shall be marked as: U.S. Property
- (o) Required Tire Pressure