

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 18
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 20-Feb-2014	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 APO AA 34038-5130	CODE W913FT	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. W913FT-14-R-0006
				X	9B. DATED (SEE ITEM 11) 24-Jan-2014
					10A. MOD. OF CONTRACT/ORDER NO.
					10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This amendment is issued for the following reasons: 1. Add information in the Performance Work Statement for the vehicle specifications. 2. Add requirements for Addendum to FAR 52.212-1 and 52.212-2. 3. Change the closing date to 25 February at 14:00 PM local time (Bogota) 4. All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Feb-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The required response date/time has changed from 19-Feb-2014 02:00 PM to 25-Feb-2014 02:00 PM.

The following have been modified:

ADDENDUM FAR 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS**A. BASIS OF AWARD**

1. The Government anticipates awarding a Firm Fixed Price (FFP) type contract resulting from the RFP.
2. IAW FAR Clause 52.212-2, basis of award is Low Price, Technically Acceptable.
3. Award of the contract resulting from this solicitation will be made to the responsible vendor whose offer is technically acceptable and the lowest cost or price. The Government reserves the right to determine which offers show the required capability IAW the evaluation factors. The Government also reserves the right to eliminate from further consideration those offers which are considered unacceptable and not capable of being made acceptable without major rewrite or revision.
4. The Government contemplates contract award **without discussions** with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the Vendor's initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.
5. Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a.
6. Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price offers may be the grounds for eliminating an offer from competition.

B. EVALUATION FACTORS

1. Factor 1: Technical Acceptability. Offers will be rated on an "Acceptable", or "Unacceptable" basis. In order to be considered for award, an offer must have an "Acceptable" rating for each of the technical sub-factors and an overall "Acceptable" technical rating. Any "Unacceptable" rating on any of the sub-factors will result in an overall technical rating of "Unacceptable".
2. The following sub-factors shall be used to determine technical acceptability. Non-submission of one of these elements shall render the offer technically unacceptable and shall not be considered for award.

a. Sub-Factor 1 Vehicle Specifications

The vendor's offer will be evaluated to determine if the offeror provided the specifications stated in Part 5 Par 5.2 of the PWS.

b. Sub-Factor 2 Vehicle Registration

The vendor's offer will be evaluated to determine if the offeror complied with Supervigilancia Registration for each vehicle as stated in Part 5 Par 5.3 of the PWS.

c. Sub-Factor 3 Vehicle Insurance

The vendor's offer will be evaluated to determine if the offeror complied with vehicle insurance requirements as stated in Part 5 Par 5.4 of the PWS.

d. Sub-Factor 4 Armoring Certificate

The vendor's offer will be evaluated to determine if the offeror complied with armoring requirements as stated in Part 5 Par 5.2.1 to 5.2.3 of the PWS.

e. Sub-Factor 5 Independent Ballistic Certificate Testing

The vendor's offer will be evaluated to determine if the offeror complied with independent ballistic certificate testing as stated in Part 5 Par 5.2.1 of the PWS.

f. Vehicles Pre-inspection

The vendor's vehicles will be inspect prior to award the contract.

3. Factor 2: Price

a. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the offered prices on the CLINs stated in the solicitation. In the event the unit price(s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government will award a contract to the offeror whose technically acceptable offer represents the lowest price to the Government.

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

c. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. As part of the price evaluation, the Government will evaluate the Option to -Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price, for the purpose of evaluation will include the prices for the base period, first option, second option and one-half of the second option. DBA insurance, if any and travel, will not be included in evaluating price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

C. EVALUATION APPROACH

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

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

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

a. Price Evaluation Approach. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the total price for all options to the total price for the basic requirement plus one-half of the offeror's final option period price. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(End of Provision)

ADDENDUM FAR 52.212-1

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

ADDITIONAL INSTRUCTIONS AND INFORMATION:

1. OFFER SUMITTAL INSTRUCTIONS: Offerors are required to submit a complete offer package as listed in Paragraph 2 below. Hard copy or electronic copy of the offers are acceptable. Offer packages must be received on or before the solicitation closing date and time.

- a. Submit complete offer packages

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

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

Rosalba Mateus
mateusr@tcsc.southcom.mil
 Tel: 275-2552
 Cellphone: 311-516 8499

Alternate

Robert DeVisser
devisser@tcsc.southcom.mil
 Tell: 275-4228

c. Vendors that intend to hand deliver offers must notify Rosalba Mateus or Robert DeVisser at least one (1) day prior to the closing date to coordinate acceptance and delivery.

d. The Government is not responsible for lost or mishandled packages or late deliveries. Offerors are cautioned to allow sufficient time for timely receipt of offers.

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

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

g. Minimum Offer Acceptance Period - The offer acceptance period is 60 days. The vendor shall make a clear statement in its Offer Documentation that the offer is valid for a period of not less than 60 days from receipt of offers.

2. OFFER FILES Offeror shall submit the following documents as part of the offer

(a) Technical Offer

(1) Vehicle Specifications: Offeror shall submit a list of vehicles offered to be used for this contract addressing the minimum requirements as stated in Part 5 Par 5.2 of the PWS.

(2) Vehicle Registration – PWS Part 5 Par 5.3: Offeror shall submit registration documents of the vehicles listed in Par (1) under the name of the company/offeror.

(3) Vehicle Insurance – PWS Part 5 Par 5.4: Offeror shall submit insurance coverage documents for the vehicles listed under Par (1) under the name of the company/offeror. Each vehicle shall be insured to the limits required by law in the name of the company/offeror.

(4) Armor Certificate: PWS PART 5 Par 5.2.1 to 5.2.3: Offeror shall submit a 360 degree protection certificate in accordance with the National Institute of Justice from the armoring company.

(5) Independent Ballistic Certificate Testing: PWS Part 5 Par 5.2.1: Offeror shall submit a independent ballistic testing of armoring material.

(b) Price Offer

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial items and Acknowledgment of Amendments, if any. This form shall be signed by an authorized representative of the company.

(2) Schedule of Supplies and Services indicating total offered cost/price.

(3) Completed Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications – Commercial Items

(4) Statement indicating whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

(5) Government reserves the right to inspect the vehicles prior to award the contract

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Light Armored Vehicle (LAV) Services

Final 20140206

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract to provide three (3) Light Armored Vehicles (LAV) services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all resources necessary to include but not limited to the LAVs, drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel to provide LAV services in support of U.S. personnel in Colombia.

1.2 **Background:** Force Protection requires the US Military Group (USMILGP), Bogota to travel in and around Bogota in Light Armored Vehicles with drivers when conducting operations.

1.3 **Objectives:** The purpose of this requirement is to provide three (3) light armored vehicles services for the mission for current operations in Bogota.

1.4 **Scope:** Light Armored Vehicle services include drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel in support of personnel in around Bogota

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

Base Year	11 March 2014 – 10 March 2015
Option Year I	11 March 2015 – 10 March 2016
Option Year II	11 March 2016 – 10 March 2017

1.6 General Information

1.6.1 **Quality Control:** The Contractor shall have a quality control process to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. The process shall include clear procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques for contracted services. The Government reserves the right to review the contractor's quality control process, if deemed necessary. The contractor shall submit a quality control plan ten (10) days after contract award.

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

1.6.3 **Recognized Holidays:** There are no recognized holidays during the performance period as service is required for 24 hours a day, 7 days a week, 365 days a year.

1.6.4 **Hours of Operation:** Service will be as follows:

1.6.4.1 For 24 Hour's Service: The contractor shall ensure that contractor personnel are on duty to accept and respond to service calls 24 hours a day, 7 days a week, 365 days a year.

1.6.4.2 Driver Schedule and Breaks: Drivers shall not work more than 12 hours a day including breaks. If more hours are needed, the driver shall be switched with one that has had at least a 12 hour break. Breaks for lunch and dinner will be programmed into the work schedule. Contractor shall notify the KO/COR to schedule a replacement driver.

1.6.5 Place of Performance: The work to be performed under this contract will be performed in and around Bogota, Colombia.

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

1.6.7 Other Requirements: Contractor personnel performing work under this contract must have following service driver requirements:

1.6.7.1. The Contractor shall provide licensed drivers with current local driver's licenses, the certificate for the Defensive driving training IAW local laws (School approved by Supervigilancia) and the requirements in the PWS.

1.6.7.2 The Contractor employees are strictly drivers and are not authorized to provide any other services. Contract drivers shall not run errands or conducting the personal business of the U.S. Government employee(s) to whom he is assigned.

1.6.7.3 All drivers shall carry working cellular phones, with enough minutes to accomplish duties during their assigned shift. The Contractor shall provide a list of all cell phone numbers for all Regional Security Office (RSO) approved drivers to the COR five (5) days after the contract is issued. Additionally, the Contractor shall ensure that all drivers are provided the cell phone numbers for the COR and 24-Hour Emergency POC.

1.6.7.4 Alcoholic beverages, cognitive or motor skill impairing prescription drugs shall not be consumed while on duty or any period prior to duty that would interfere with the driver's ability to perform during their duty. The use of these substances by Contractor personnel while on duty is strictly prohibited. The use of illegal drugs or substances by Contractor personnel is also strictly prohibited. The Contractor shall immediately remove and replace employees who appear to be under the influence of alcoholic beverages or prohibited substances.

1.6.7.5 The Contractor shall ensure compliance with the Colombian labor laws limiting the number of hours an individual employee may work in a given day/week. Replacement or relief drivers shall be made available for those instances when operational requirements mandate the availability of the vehicle service for longer periods than can be legally accommodated by one driver.

1.6.7.6 Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

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

1.6.9 Project Manager: The Contractor shall designate a Project Manager (PM) fluent in Spanish and possesses a good working knowledge of English (Level 3 State Department Standards) to be able to communicate effectively. The PM shall act as the point of contact for all contract requirements.

1.6.10 Contractor's Employee Information and Clearance Requirements: The contractor shall provide the following information for each driver performing services under this contract to the COR at contract award for drivers' clearances and access:

- Full Name
- Copy of driver's license
- Copy of Colombian cedula (Identification Number)
- Antecedente

1.6.10.1 The COR will provide a copy of this contract, the driver's information and RSO paperwork to the MILGP Force Protection Office for driver clearances.

1.6.10.2 If access to the embassy is NOT required, clearance takes about four (4) working weeks. A copy of the cedula and pasado judicial (Prior Legal Issues Document) are required to be submitted.

1.6.10.3 If access to the embassy is required, clearance can take minimum of (90) working days or more. COR will make a determination of when drivers need access to the embassy. If access is required the COR or their representative will coordinate with contractor for the documents requested by RSO, through the MILGP Force Protection Office.

1.6.10.4 The Contractor shall keep the current list of authorized drivers and provide updates to the KO and the COR as changes occur, to comply with this security requirement.

1.6.10.5 The KO through the recommendation from the COR reserves the right to exclude any driver from performance under this agreement if any information exists that the individual is a security risk. The exclusion of an employee for security reasons shall not relieve the Contractor from performance of services required under this agreement. Contractor shall replace the driver without additional cost to the contract.

1.6.10.6 The contractor shall be responsible for obtaining all driving and insurance credentials required under Colombian laws.

1.6.10.7 The Contractor shall comply with all the necessary permits mandated by the Government of Colombia. Contractor shall be responsible for processing access clearance with coordination from the COR.

1.7: Communications: All communication between the contractor and the US government that is related to this contract shall be in English.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1 DEFINITIONS: Below is the list of the definitions:

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

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

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract, nor obligate the Government to expend funds.

2.1.4 NATIONAL INSTITUTE OF JUSTICE (NIJ): Organization in charge of Standards for Armored Vehicles.

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

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

2.2. ACRONYMS

ARP	Administradora de Riesgos Profesionales / Work Connected Injury Policy
COR	Contracting Officer Representative
CRC	Certificado Aptitud Fisica / Physical Fitness and Mental Coordination Certificate
EPS	Empresa Promotora de Salud / Health Entity
GO	Government Organizations
KO	Contracting Officer
LAV	Light Armored Vehicle
NIJ	National Institute of Justice
NGO	Non-Government Organizations
PWS	Performance Work Statement
PM	Project Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
RSO	Regional Security Office
U.S.	United States
TE	Technical Exhibit
SOAT	Seguro Obligatorio para Vehiculos (Automotive Insurance)

PART 3

GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

N/A

PART 4

CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The contractor shall provide all resources necessary to include but not limited to management, supervision, personnel/drivers, training, equipment, materials, supplies, fuel, repair parts, maintenance, insurance and any other equipment needed.

4.2 Secret Facility Clearance: N/A

4.3 Materials:

4.3.1 Spare Tire: Operational Spare tire with a hard rubber inserts in a run-flat tire, not steel

4.3.2 Toolbox: It must include screwdrivers, lug wrench, adjustable wrench and wrenches

4.3.3 A operational jack with capacity to support the vehicle

4.3.4 A first aid kit

4.3.5 A operational fire extinguisher

4.3.6 Two (2) blocks to lock the vehicle tires when parked

4.3.7 A operational flashlight

4.3.8 Two (2) functional reflective warning triangles

4.4 Equipment: Light Armored Vehicles

PART 5 SPECIFIC TASKS

5. **Specific Tasks:**

5.1 Basic Services: The contractor shall provide three (3) Light Armored Vehicles with drivers and maintenance and upkeep of the vehicles.

5.2 Vehicle Specifications: The contractor shall provide the following specifications for the Light Armored Vehicles.

5.2.1 The Contractor shall provide armored vehicles that provide 360 degree protection in accordance with the National Institute of Justice, Ballistic Resistant Protective Materials, and NIJ Standard 0108.01 Level IIIA. All armoring must meet this standard. Independent ballistic testing of armoring material will be provided as part of the vendor's proposal. The armoring will include 360 degree armoring that ensures the vehicle's interior passenger compartment; including roof and floor are protected. The 360 degree armoring must also provide 100% protection of the vehicle's critical mechanical, hydraulic and electrical components, and the vehicular management systems. Contractor shall be required to provide compliance documentation for all armored vehicles. See website <https://www.justnet.org/pdf/0108.01.pdf> for complete details.

5.2.2 All vehicles shall be at least the model 2010 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacture's manual.

5.2.3 Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof protection for the engine compartment and radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.

5.2.4 Vehicle Type:

CLIN 0001: Three (3) Light Armored Vehicle (LAV) SERVICES – Includes drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 24 hours a day, 7 days a week, 365 days a year with the following minimum specification/ characteristics

SUV Mid-Size

Model 2010 or newer

No. of Seats/Passenger Capacity

Seven (7)

No. of Doors

Five (5) Trunk door must be top-hinged

Fuel Engine

Gasoline / Diesel

Engine Cylinder

2,900 or larger

NOTE: If the documents do not show the specifications, vendors must provide a separate certification.

5.3 Vehicle Registration: Compliance with Colombian Supervigilancia: Colombian law requires that all companies either leasing or owning armored vehicles shall be registered with the *Supervigilancia* and that each individual vehicle also be so registered. Vehicles used to support this requirement shall be owned and registered in the name of the company that leases or owns that vehicle. Each vehicle shall be insured to the limits required by law in the name of the vehicle's owner. The contractor shall provide proof of vehicle registration, ownership and insurance for each vehicle with their proposals.

5.4 Vehicle Insurance: Contractor shall provide full insurance coverage for all vehicles IAW Colombian laws and regulations. Each vehicle shall be insured to the limits required by law in the name of the company/offeree.

5.5 Safety and Maintenance: The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, air bags, seat belts and side view mirrors. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture's manual at all times. See Law 769, 2002 Codigo Nacional de Transito & Transporte.

5.5.1 Contractor shall provide a vehicle replacement during maintenance periods with same specifications in PWS 5.2.4.

5.5.2 Contractor shall be notify the COR in advance for the schedule maintenance for the vehicles.

5.6 Vehicle Damage: The Contractor is responsible for all damages to the vehicle, including wear and tear. However, in the case of documented damage to the vehicle as a result of hostilities against an authorized US Government occupant, the Contractor may request compensation from the US Government.

5.7 Employee Training: The Contractor shall be responsible for training employees on the proper use of armored and non-armored vehicles, defensive, offensive, safety and security driving techniques, evasive driving tactics, and the speed limit of vehicles on US Embassy and military installations and other safety regulations as applicable. All drivers shall be trained in performance of Preventive Maintenance Checks and Services (PMCS) on all vehicles in the Contractor's fleet. The Contractor shall conduct all training prior to beginning performance under this agreement and conduct annual training prior to the exercise of any options. Contractor shall maintain a record of driver training conducted and make the records available for COR inspection.

5.8 Response Time: The Contractor shall respond to all service requests within 60 minutes. In the case of an accident or a vehicle breaking down. Contractor shall provide a replacement vehicle that conforms to all contract requirements and specifications; vehicle must be available for inspection with documents listed in PWS 5.12.

5.9 Service Calls: The Contractor shall establish procedures that will provide the Government COR with a service "Control Number" for verification of date/time that service was requested.

5.10 Subcontracting: Subcontracting is NOT authorized under this agreement. The vehicles provided for support of this requirement shall be owned by and the drivers' employees of the Contractor.

5.11 Vehicle Subtractions: The Government reserves the right to reduce number of vehicles provided during the period specified in the contract. If this occurs, a minimum 15-day notification will be provided to the contractor. Cost under the contract will be reduced accordingly based on the pro-rated vehicle price.

5.12 Vehicle Inspection: All vehicles shall be inspected periodically by the Contracting Officer Representative (COR) and Motor pool Supervisor to ensure compliance with regulations as stated in PWS. Vehicles shall be inspected before each performance period. The COR and contractor shall make a determination of when inspection will be conducted. All vehicle inspections shall be coordinated by the COR with the Joint Logistics Facility (JLSF) motor pool supervisor, and the contractor two days in advance of the inspection. Contact information for Mr. Javier is as follows:

Cell phone number: 310-224-7922
E-mail: diazj@tcsc.southcom.mil

5.12.1 The contractor shall remove any part of the vehicle if necessary, during vehicle inspection. The Government inspector shall not remove any vehicle part.

5.12.2 Vehicles that do not pass inspection shall be immediately replaced with a vehicle that conforms to all contract requirements and specifications. If the contractor cannot provide vehicles that pass inspection, the contract may be terminated for non-performance.

5.12.3 Vehicles shall be inspected when vehicle are replaced with another vehicle.

5.12.4 Contractor must retain/file all inspection results.

5.12.5 The JLSF motor pool will provide a copy of the inspection checklist/results of the inspections to the COR.

5.13 Documents Required for Vehicle Inspection: The contractor shall comply with the American Embassy Bogota Mission Policy No. 2010-001 Paragraph 9 only. The contractor shall provide a hard copy to the COR, RSO and motor pool supervisor of the following documents/information at vehicle inspection. The armor certificate shall identify the armor standard applied to the vehicle and the armor certificate shall also identify VIN Number of the LAV:

- a. License provided by the superintendence for the armored vehicle (Requested by Supervigilancia - Colombian Law)
- b. Armored vehicle permit (Requested by Supervigilancia - Colombian Law)
- c. Automobile insurance (Seguro Obligatorio para Vehiculos) SOAT (Requested by Ministerio de Transporte - Colombian Law)
- d. Liability Insurance (Requested by the Embassy Mission Policy No 2010-001 Summary of Motor Vehicles Safety Management)
- e. Proof of ownership (Requested by Ministerio de Transporte - Colombian Law)
- f. Maintenance program
 1. Vehicle manufacturer, year, make, model, size, and type

2. Vehicle chassis VIN number, license plate number, and vehicle number
 3. A checklist of major vehicle components requiring scheduled maintenance or service—component list.
 4. Annual safety inspections—either as a separate line item or identified in a line item with an interval that meets the requirement of annual inspection (the safety components inspected should be identified in the checklist).
 5. Scheduled maintenance activities to be performed, identified by either date (time period), odometer reading (elapsed mileage), or number of lift cycles.
 6. Dates the scheduled maintenance or service was actually completed, including any repairs made, depending on software used.
 7. Vehicle odometer mileage at time of each maintenance or service.
 8. Warranty maintenance service performed, whether noted as part of the regular scheduled maintenance, or performed separately.
 9. POC information of person who performed the maintenance.
- g. Armor certificate (Requested by Supervigilancia that certifies armor installed on the LAV which is provide by the Armor Company)
 - h. Vehicle tax return
 - i. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.14 Documents Required for Drivers Inspection

The assigned driver to the vehicle shall provide a hard copy of the following documents for the inspection prior to driving for the MILGP to motor pool supervisor and the COR.

Below requirements are required by the American Embassy Bogota Mission Policy No. 2010-001 Summary of Motor Vehicles Safety Management.

- a. Copy of current driver's license, category C2. IAW (Colombian National Transit Laws)Codigo Nacional de Transito Law 769, 2011. Drivers with license category C2 can drive cars, SUVs, and bus
- b. Copy of the Physical Fitness and Mental Coordination Certificate CRC (Certificado de aptitud fisica mental y de coordinacion motriz)
- c. Copies of any and all driving related training certifications (Defensive driver's training certificate)
- d. Copy of Health Insurance Policy / Health Entity EPS (Empresa Promotora de Salud)
- e. Copy of Work Connected Injuries Policy ARP (Administradora de Riesgos Profesionales)
- f. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.15 CONTRACTOR MANPOWER REPORTING (CMR) "The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **Bogota, Colombia Embassy TAT mission** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

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

National Institute of Justice, Ballistic Resistant Protective Materials, NIJ Standard 0108.01, and Level III IAW NIJ-0108.01.

Law 356 of 1994 Supervigilancia Regulation for Armored Vehicles

Law 769 of 2011 (Colombian National Transit Laws)Codigo Nacional de Transito

American Embassy Bogota Mission Policy No. 2010-001 – Summary of Motor Vehicles Safety Management.

PART 7 ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

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

7.2. Attachment 2/Technical Exhibit 2 Documents Required for Vehicle and Driver Inspection

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS SUMMARY				
LIGHT ARMORED VEHICLE SERVICES				
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method
FAR 52.222-50 c	Combating Trafficking in Persons	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment	100% Compliance	100% Inspection, COR Validation
PWS Part 1 Par 1.6.4.1	Hours of Operation	<u>Hours of Operation:</u> The armored vehicle services will be provided to US Government personnel in accordance with schedules provided by the Contracting Officer's Representative (COR) after award. Service will be as follows: <u>For 24 Hour's Service:</u> The contractor is responsible to provide and ensure that contractor personnel are on duty to accept and respond to service calls 24 hours a day, 7 days a week, 365 days a year.	100% Compliance	100% Inspection, COR Validation
PWS Part 1 Par 1.6.7.3	Driver cell phones	All drivers shall carry working cellular phones, with enough minutes to accomplish duties during their assigned shift. The Contractor shall provide a list of all cell phone numbers for all Regional Security Office (RSO) approved drivers to the COR five (5) days after the contract is issued. Additionally, the Contractor shall ensure that all drivers are provided the cell phone numbers for the COR and 24-Hour Emergency POC.	100% compliance required	COR Surveillance; Periodic inspection; Customer input
PWS Part 5 Par 5.2.1 to Par 5.2.3	Vehicle Armoring	The contractor shall provide the following specifications for the Light Armored Vehicles. The Contractor shall provide armored vehicles that provide 360 degree protection in accordance with the National Institute of Justice, Ballistic Resistant Protective Materials, and NIJ Standard 0108.01 Level IIIA. All armoring must meet this standard. Independent ballistic testing of armoring material will be provided as part of the vendor's proposal. The armoring will include 360 degree armoring that ensures the vehicle's interior passenger compartment; including roof and floor are protected. The 360 degree armoring must also provide 100% protection of	100% compliance required.	COR Surveillance; Periodic inspection; Customer input

PERFORMANCE REQUIREMENTS SUMMARY				
LIGHT ARMORED VEHICLE SERVICES				
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method
		<p>the vehicle's critical mechanical, hydraulic and electrical components, and the vehicular management systems. Contractor shall be required to provide compliance documentation for all armored vehicles. See website https://www.justnet.org/pdf/0108.01.pdf for complete details.</p> <p>All vehicles shall be at least the model 2010 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacture's manual.</p> <p>Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof protection for the engine compartment and radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.</p>		
PWS Part 5 Par 5.2.4	Vehicle Type	<p>Three (3) Light Armored Vehicle (LAV) SERVICES – Includes drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 24 hours a day, 7 days a week, 365 days a year with the following minimum specification/ characteristics</p> <p>SUV Mid-Size Model 2010 or newer No. of Seats/Passenger Capacity: Seven (7) No. of Doors: Five (5) Trunk door must be top-hinged Fuel Engine: Gasoline Engine Cylinder: 3,900 or larger</p>	100% Compliance required	100% Inspection, COR Validation
PWS Part 5 Par 5.5	Compliance with Colombian safety standards & Maintenance	The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, air bags, seat belts	100% compliance required	COR Surveillance; Periodic inspection; Customer input

PERFORMANCE REQUIREMENTS SUMMARY				
LIGHT ARMORED VEHICLE SERVICES				
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method
		and side view mirrors. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture's manual at all times. See Law 769, 2002 Codigo Nacional de Transito & Transporte.		
PWS Part 5 Par 5.8	Response Time	The Contractor shall respond to all service requests within 60 minutes. In the case of an accident or a vehicle breaking down. Contractor shall provide a replacement vehicle that conforms to all contract requirements/specifications; all Documents Required for Vehicle Inspection listed in PWS 5.13 shall accompany the vehicle and be available for inspection.	100% compliance required	COR Surveillance; Periodic inspection; Customer input
PWS Part 5 Par 5.15	Contracting Manpower Reporting	"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the mission via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ , and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".	100% Compliance	100% Inspection, COR Validation

TECHNICAL EXHIBIT 2
DOCUMENTS REQUIRED FOR VEHICLE AND DRIVER INSPECTION

<u>Deliverable</u>	<u>Frequency</u>	<u># of Copies</u>	<u>Medium/Format</u>	<u>Submit To</u>
Quality Control Plan Refer Par 1.6.1	10 days after contract award or when QCP is updated	One (1) copy	Paper – hard copy	COR / KO Validation
Drivers cell phone numbers Refer Par 1.6.7.3	5 days after the contract is issued	One (1) copy	Paper – hard copy	COR Validation
Documents Required for Vehicle Inspection Refer list in Par 5.13	At all vehicle inspection	One (1) copy for each document.	Paper – hard copy	COR & Motor pool Supervisor Validation
Documents Required for Drivers Refer list in Par 5.14	At all vehicle inspection prior to driving.	One (1) copy for each document.	Paper – hard copy	COR & Motor pool Supervisor Validation

(End of Summary of Changes)