

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 27		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-14-R-0016		6. SOLICITATION ISSUE DATE 13-Jun-2014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSALBA MATEUS			b. TELEPHONE NUMBER (No Collect Calls) 571-383-2552	8. OFFER DUE DATE/LOCAL TIME 10:00 AM 20 Jun 2014		
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA TEL: FAX:			CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <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: \$7.0 NAICS: 722320		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO SOC SOUTH BOGOTA-COLOMBIA SFC WONDOLY D. PORTILLO MILITAR BASE TOLEMAIDA TEL: 786-415-2418 FAX:			CODE WF7LKT		16. ADMINISTERED BY			
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			
TEL.			FACILITY CODE		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
SEE SCHEDULE								
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>SEE SCHEDULE</p>					

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Catering Breakfast FFP Catering breakfast for 510 personnel from 18 July to 01 August 2014 IAW Table 1 of the Performance Work Statement 510 X 15 days = 7,650 breakfast meals. FOB: Destination	7,650	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Catering Dinners FFP Vendor shall provide dinners for 510 personnel from 15 July to 01 August 2014 IAW Table 1 of the Performance Work Statement 510 X 15 days = 7,650 dinners meals. FOB: Destination	7,650	Each		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Laundry Services FFP Laundry service for 144 people (five (5) pieces each) IAW Para 1.5.1.17 of the Performance Work Statement. FOB: Destination	7,650	Each		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 18-JUL-2014 TO 01-AUG-2014	N/A	SOC SOUTH BOGOTA-COLOMBIA SFC WONDOLY D. PORTILLO MILITAR BASE TOLEMAIDA 786-415-2418 FOB: Destination	WF7LKT
0002	POP 18-JUL-2014 TO 01-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 18-JUL-2014 TO 01-AUG-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.204-7

System for Award Management

JUL 2013

PERFORMANCE WORK STATEMENT

**SPECIAL OPERATIONS COMMAND SOUTH (SOCSO)
Fuerzas Comando 2014, Tolemaida, Colombia
Statement Of Works (SOW)
Execution-Catering & Laundry**

1.0 Description of Services/Introduction: This Performance Work Statement (PWS) details the requirements for catered meals, to be provided to United States Army Special Operations Command south (also referred to herein as “the Government”) in support of FUERZAS COMANDOS 2014. Services will be delivered on from 18 JUL – 1 Aug 2014. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform Cater Meals Service, preparation, storage and serving, as defined in this Performance Work Statement except as Specified in paragraph 3 as government furnished property and services.

1.1 Background: This requirement is to satisfy catered meals service BACOA, Tolemaida Air Base Colombia.

1.2 Scope: The contractor shall accomplish the set up of all cooking and preparation areas and operation and maintenance of the serving line and all equipment required for food serving, preparation, and storage as specified in paragraph 5 of this PWS. Provide fully trained personnel to adequately run the serving line per **Schedule:**

Table 1. Meals for NON-US Personnel:

DATE	BREAKFAST (0500 - 8000)	DINNER (1700 - 1900)	TOTAL MEALS
18 Jul	510	510	1020
19 Jul	510	510	1020
20 Jul	510	510	1020
21 Jul	510	510	1020
22 Jul	510	510	1020
23 Jul	510	510	1020
24 Jul	510	510	1020
25 Jul	510	510	1020
26 Jul	510	510	1020
27 Jul	510	510	1020
28 Jul	510	510	1020
29 Jul	510	510	1020
30 Jul	510	510	1020
31 Jul	510	510	1020
1 Aug	510	510	1020
			15,300

1.3 General Projected Feeding Schedule: (Subject to change)

Date	Breakfast	Dinner
MONDAY	0500-800	1700-1900
TUESDAY	0500-800	1700-1900
WEDNSDAY	0500-800	1700-1900
THURSDAY	0500-800	1700-1900
FRIDAY	0500-800	1700-1900
SATURDAY	0500-800	1700-1900
SUNDAY	0500-800	1700-1900

1.4 Objectives:

1.4.1 Set up food preparation areas, food storage areas, dining areas, food serving lines

1.4.2 Prepare and serve food In Accordance With (IAW) VETCOM recommendations and established menus and times.

1.4.3 Clean all dining areas and properly dispose of all waste

1.4.5 General Information

1.5.1.1. Meal Specifications: Preparation of meals shall include soups, salads, gravies/sauces, vegetables, meat, fish, poultry, deserts and other foods constituting a complete meal. Baked goods shall include, but are not limited to breads, rolls, cakes, pastries, and glazes. Raw fruits and vegetables will be thoroughly washed/disinfected prior to processing. Leftover food shall not be re-utilized.

Breakfast: Contractor will prepare: 2 (two) assorted fruit juices; 2 (two) assorted fresh fruits; hot and dry cereal; 2 (two) meat items – **a choice of** bacon, sausage, ham or cream beef; assorted omelets and eggs; pancakes and French toast (if available); fresh breakfast pastries; hash brown potatoes; toast; butter/margarine; coffee; tea; milk (pasteurized/UHT); and appropriate condiments. Hot biscuits, rolls or muffins are also to be served. Contractor shall also provide 2 (two) assorted energy bars.

Dinner : Contractor will prepare: 2 (two) meat entrees with appropriate sauces or gravies; 2 (two) starches, e.g. potatoes, noodles, or rice, etc.; 2 (two) cooked vegetables; salad bar or a minimum of 4 (four) salads(not including short order items) - **a choice of** e.g., lettuce, tomato slice, onion slice); 4 (four) assorted desserts - 2 (two) of which shall be pie, cake or pastry items and 2 (two) of which shall be fitness oriented– **a choice of** e.g., chilled fruit, or yogurt; 3 (three) assorted breads/rolls – **a choice of** white, wheat, rye, garlic; butter/margarine; assorted cold drinks and carbonated beverages; coffee; tea; UHT milk. Soup shall be offered daily for the dinner meal. Cakes, and pastries shall be varied.

Prohibited Foods: The following foods may NOT be served in a ready-to-eat (RTE) form: (a) raw animal food (such as Sushi or raw-marinated fish, raw molluscan shellfish, and steak tartar) (b) partially cooked food (such as lightly cooked fish, rare meat, and soft-cooked eggs) (c) raw seed or bean sprouts (d) ice, unless from an authorized ice plant or other authorized potable water source (e) Ruminant meat products originating from countries/areas affected with Bovine Spongiform Encephalopathy (BSE) are prohibited from procurement and use:

http://www.aphis.usda.gov/import_export/animals/animal_import/animal_imports_bse.shtml.

1.5.1.2. Contractor shall have available and will deliver and install the following equipment: serving trays with heaters / disposable plates / disposable silverware / disposable cups / napkins / trash bags / garbage cans / coolers / burners / stove / walk-in coolers, and all materials required for the proper **preparation, storage, and serving** of all meals at the designated location no later than 20 July 2014.

1.5.1.3. The following equipment will already be on-site: Tables, chairs and tents for **eating area**, large trash receptacles and power generation to all cooking, eating, and refrigeration areas.

1.5.1.4. Contractor will provide all ranges equipment to prepare, cook, and maintain food, to include walk-in refrigeration.

1.5.1.5. Contractor will pick up their equipment no earlier than 1800 hours on the last day of the contract period (1Aug 2012), unless otherwise specified by the Contracting Officer. After each service trash collection and disposal is solely the contractor's responsibility.

1.5.1.6. Meals will be provided using ONLY US Government approved food and water sources. Meals will be prepared and be within the limits (both cleanliness and temperature) as set forth by the US Government.

1.5.1.7. Inspections: Military VET inspections shall be conducted prior to contract award and may be required during the event.

1.5.1.8. For off-site catering, the contractor shall transport hot foods to the designated facility in protected/insulated containers capable of maintaining temperatures above 140F/60C for up to four (4) hours from time of PREPARATION. Cold food shall be transported to the designated facility below 40F/4.4C with capability of maintaining THE SAME TEMPERATURE for up to four (4) hours.

1.5.1.9. The contractor shall be able to cater food services to accommodate U.S. Government and foreign employees for breakfast and dinner for the specified period of performance at the designated facility. The headcount will be performed by the U.S. Government. Menus to be served will be posted one day in advance of service. The contractor shall also provide an electrolyte replenish beverages (i.e. Gatorade/ Powerade) for the following dates: 21 Jul – 1Aug 2014. The electrolyte replenish beverage for breakfast shall be in bottle form, and dinner shall be in powder form and be no less than 50 gallons per meal.

1.5.1.10. The Contractor shall progressively prepare (small batch preparation) to ensure freshness and optimum flavor, color, texture, and nutritive value. Hot food items to be offer throughout the serving period shall not be prepared in large batches and held for the duration of the meal.

1.5.1.11. Contractor personnel will comply with Appendix 1 UNIVERSAL CONTROL MEASURES TO MITIGATE RISK OF FOODBORNE ILLNESS and any other reasonable food safety control measures to be implemented that are identified during the sanitation inspection and/or food & water risk assessment.

1.5.1.12. Equipment Cleaning and Sanitizing: The Contractor shall clean and sanitize all dining facility equipment. Equipment and food-contact surfaces shall be cleaned and sanitized between uses to prevent cross-contamination. Non-food contact surfaces of equipment, to include door gaskets, shall be cleaned as often as necessary to eliminate accumulation of dust, dirt, grease, food particles, and other debris.

1.5.1.13. Definition of Clean and Sanitized:For the purpose of this PWS, the following definition will be applied by the Government to measure performance. Properly cleaned equipment shall be free of dirt, grease, rust, food, food particles, scum and foreign matter. Properly sanitized food contact surfaces have been treated using either heat or sanitizing chemicals (chemical test strips shall be available and used), which reduces bacterial count to a safe level without leaving toxic residue. See Appendix 1.

1.5.1.14. The Contractor shall be held responsible for all subsistence delivered to the facility. All conveyances will be locked or sealed during transit and secured while in storage or at rest. All items shall be placed in proper storage (refrigerated vs. dry storage) or use areas upon receipt. Containers and bulk food shall be stored a minimum of 15cm above the floor on dunnage racks or shelves. Food shall not be stored in the same area(s) as non-food items; e.g., chemicals, cleaning products and insecticides. Items shall not be stored under exposed or unprotected sprinkler heads.

1.5.1.15. Special Requests 1: The contractor shall provide dinner for competitors and VIP's on 30 Jul for 55 personnel at the location specified by the KO 3 days prior to the event.

1.5.1.16. Special Requests 2: The contractor shall provide a sit down lunch for competitors and VIP's on 31 Jul for 55 personnel at the Parque del Soldado Club in Tolemaida National Training Base.

1.5.1.17 Laundry Service: The Contractor shall provide a laundry service specifically for 144 foreign nationals to include washing, drying, and pressing (if required) five pieces of clothing or uniforms each to be dropped off one day and picked up the next day. Any laundry done outside of these dates shall not be paid under this contract.

Table 3. Laundry Service for NON-US Personnel:

Hours of Operation	Number of Personnel (Non-US)	Drop-off Date	Pick-up Date	Number of Pieces of Clothing	Total Pieces
8:00 AM – 4:00 PM	144	22 Jul	23 Jul	5	720
8:00 AM – 4:00 PM	144	24 Jul	25 Jul	5	720
8:00 AM – 4:00 PM	144	24 Jul	25 Jul	5	720
8:00 AM – 4:00 PM	144	26 Jul	27 Jul	5	720
8:00 AM – 4:00 PM	144	28 Jul	29 Jul	5	720
8:00 AM – 4:00 PM	144	30 Jul	31 Jul	5	720

1.5.2 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in Technical Exhibit 1, "Performance Requirements Summary". After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC system.

1.5.3 Hours of Operation/Place of Performance: Meals will be served during the periods outlined in the table above, or as pre-coordinated by the Contracting Officer. The US Government has the right to vary the delivery date as well as quantities, and shall not incur a penalty for doing so if at least **24 hours** advance notice is provided. Contractor should abide by the menu. The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the work force are essential.

1.5.4 Security Requirements: All contractors and contractor employees must pass a security background investigation as required for access to the base. This security background investigation will be conducted IAW local security protocols.

1.5.5 Conservation of Utilities: The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets after using the required amount to accomplish the task.

1.5.6 Special Qualifications: Contractor is not required to have any special qualifications for employees used in this contract.

1.5.7 Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer (KO), Contracting Officers Representative (COR), and other Government Lead, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer or Government Lead will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of any problems. Appropriate action shall be taken to resolve issues. These meetings shall be at no additional cost to the government.

1.5.8 On-site Manager: The contractor shall provide an on-site manager who shall be responsible for contract performance. The name of this person and an alternate shall be designated in writing to the KO. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.5.9 Employees: All contractor personnel must ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor employees may be required to obtain and wear identification badges while on the base. Failure to wear badges will result in apprehension and removal from the base.

1.5.10. Employee Standards: Contractor personnel shall present a neat appearance and shall be easily recognized. Employees shall wear contractor-furnished uniforms and aprons when on duty. Aprons will not be worn outside, nor to the latrine facilities, or on smoke breaks. Employees shall wear socks or hose as appropriate. Contractor employees shall not wear open toe shoes, sandals, shoes with high platforms, or heels higher than two inches.

Hair and Hair Restraints / Jewelry: All personnel entering or working in food preparation or service areas shall wear clean hairnets or other effective hair restraints. Personnel with facial hair that cannot be adequately restrained shall be prohibited from food service operations. With the exception of wedding bands, food service personnel shall not wear jewelry including wristwatches, while preparing or handling food. The wearing of medical alert bracelets or necklaces are authorized.

Conduct of Employees: The Contractor shall be responsible for the performance and conduct of all personnel employed under this contract. The Contractor shall prohibit employees from performing work under this contract while under the influence of alcohol, drugs, and other incapacitating agents. Contractor personnel shall abide by all security regulations set forth by the supported event and shall be subject to such checks as may be deemed necessary. No verbal or physical abuse will be tolerated while on duty.

Health Examinations: The Contractor shall provide health certificates for each employee prior to working in the kitchen or field site to the COR. Personnel with evidence of communicable disease (e.g.vomiting, diarrhea, jaundice, sore throat with fever), infected wounds, open sores, or acute respiratory infection, shall be referred to a doctor to receive written clearance before returning to the kitchen area. Personnel with a health problem(s) shall not be permitted to work in any capacity where there is likelihood of food contamination with pathogenic organisms, or transmitting disease agents to others.

Contractor Personnel Meals: The Government shall not be held responsible for any contractor provided meals that are consumed by contractor employees.

Emergency Medical Treatment: Government furnished medical service is not available to contractor personnel except to save life, limb, or eyesight.

1.5.11 Quality Assurance: Equipment will be jointly inspected for physical condition and safety as well as applicable legal and sanitation compliance prior to acceptance and before term termination to ensure the units are suitable for everyday use. The US Government reserves the right to unilaterally reject any equipment it finds unsuitable for any reason. 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).

1.5.12 Cancellations/Additions: The U.S. Government representative has the right to change this SOW any requirements to make this mission a success. Changes made with at least 24 hour notice shall incur NO penalty. Other modifications may be negotiated as required, but only by the KO.

1.5.13 Making Changes to Contract: The only person authorized to make changes to the contract is the Contracting Officer. **Failure to clear changes in contract with the CONTRACTING OFFICER IN ADVANCE of providing service will result in the Government not being responsible for the charges, and non-payment to the Contractor.** Accordingly, the Contracting Officer **SHALL** be notified prior to any additional services/performances necessitating contract modification (that is, those resulting in additional cost to Government). The contractor will only take change orders from the Contracting Officer. **Purchases from unauthorized persons will result in the contractor not receiving payment for costs incurred.**

Part 2 **EQUIPMENT/ITEMS ALREADY ON-SITE**

2.1. General: The Government shall provide, the facilities, equipment, materials, and/or services listed below:

2.1.1 Equipment:

- BACOA dining facility
- Tables and chairs for dining area only
- Large trash receptacles

2.1.2 Utilities:

- Potable water
- Power generation for food preparation, storage and serving line

2.1.3 Utilities: All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. Space to locate equipment for food preparation, serving lines and storage

PART 3 **CONTRACTOR FURNISHED ITEMS AND SERVICES**

3.0 General: Except for those items specifically stated in Part 3, the contractor shall furnish everything required to perform this PWS as specified in part 4.

3.1.1 Equipment: The Contractor will provide:

- All equipment necessary to prepare, cook, and maintain food, to include walk-in refrigeration.

3.1.2 Services:

- Potable water
- Trash removal service

3.1.3 Insurance: The contractor is responsible for providing all insurance for their employees as may be required by local laws. In the event of an accident, the contractor is solely responsible for all damages to its property and/or any damage to a third party. The US Government assumes no liability for damages or injuries.

3.1.4 Secret Facility Clearance: Contractor and contractors employees will not be authorized or need access to secure facilities.

PART 4
SPECIFIC TASKS

4. BASIC SERVICES. The contractor shall provide services for this contract as follows:

4.1.1 Set up of food preparation areas, food storage areas, dining areas, food serving lines

4.1.2 Prepare and serve food IAW application VETCOM recommendations a established menu and established times

4.1.3 Clean all dining areas and properly dispose of all waste

4.1.4 The appropriate government personnel will check as required for accountability and cleanliness

4.1.5 Ensure 100% of the meals are appropriately prepared, IAW VETCOM standards. Preventative Medicine Tech may inspect cooking, preparation and serving procedures without notice.

4.1.6 Ensure 100% of the meals are served as outlined in the menu. Vendor must not deviate from submitted menu . All options of food must be available throughout the entire feeding times.

4.1.7 Ensure 100% of the meals are appropriately served during specified hours in the PWS. Cannot deviate from set feeding times unless approved by COR and KO.

4.1.8 Ensure 100% of the meals are served in correct portions per person. 8oz of meat, one dessert ,2 cups of starches and vegetables, unlimited coffee, 6 fl oz of beverage

4.1.9 Clean all dining areas and dispose of all waste off base IAW local laws policies.

4.1.10 Successful completion of this task requires the contractor to accomplish the tasks 4.1.1. thru 4.1.9 to the 100% fully satisfactory standard:

PART 5
APPLICABLE PUBLICATIONS

5.0 Publications applicable to this PWS are listed below. The publications must be coded as mandatory or advisory, the date of the publication, and what chapters or pages are applicable to the requirement. All publications listed are available via the Internet at the specified e-mail address.

5.1 Advisory - Federal Acquisition Regulation (FAR) As of July 2009

5.2 Advisory – Defense Federal Acquisition Regulation (DFARS) As of July 2009

5.3 Advisory – Army Federal Acquisition Regulation (AFARS) As of July 2009

APPENDIX 1
UNIVERSAL CONTROL MEASURES TO MITIGATE RISK OF FOODBORNE ILLNESS

A. TIME-TEMPERATURE MEASURES

1. Raw animal foods will be cooked to heat all parts of the food to the following minimum requirements for temperature and time:

(a) 145F/63C for 15sec for raw shell eggs for immediate service, fish, seafood, beef, veal, lamb, and

commercially raised game animals.

(b) 155F/68C for 15sec for eggs not prepared for immediate service and pork; OR 66C one minute; OR 63C for 3 minutes.

(c) 165F/74C for 15sec for poultry, stuffed fish, stuffed meat, and stuffed pasta. Poultry will not be stuffed. Stuffing and dressing will be cooked separately.

(d) Cooks will use a properly calibrated and sanitized thermometer (e.g. Alcohol wipes) to measure temperature.

2. Fruits and vegetables that are cooked for hot holding will be cooked to a temperature of 135F/57C. Cut fruits and vegetables under refrigeration will be held at 41F/5C or less until cooked or served.

3. Foods held hot will be maintained at 135F/57C or higher. Temperatures need to be verified with a properly sanitized thermometer. Hot foods not kept at 135F/57C or greater since preparation will be discarded after 4 hours. Cold foods served and not held at 41F/5C or less will be discarded after 4 hours.

4. Potentially Hazardous Foods (PHF) will be thawed in one of the following manners (listed most to least desirable):

(a) In refrigeration that maintains the food temperature at 41F/5C or less.

(b) As part of the cooking process Microwave (only if cooked immediately thereafter).

5. Refrigerated foods will be protected/wrapped properly and clearly marked with date of preparation or opening and use-by date (7 days or less) and stored at 41F/5C or less.

6. Frozen foods need to be clearly marked with date of preparation or packaging and use by date (45 days or less) and stored frozen at 0F/-18C or less.

7. Shell eggs will be stored under refrigeration at 41F/5C or less.

8. Obtain products from wholesale distributors that deliver food at the proper temperature and in sealed packages with labels identifying the product. If there is a need to separate meat products into smaller packages after receipt, put in sealed, labeled freezer bags.

9. Under no circumstances will leftover food be reheated, mixed with fresh ingredients, or served again for future meals; however, bakery items may be served again at the next scheduled meal.

10. The following foods may not be served in a ready-to-eat (RTE) form: (a) raw animal food (such as Sushi or rawmarinated fish, raw molluscan shellfish, and steak tartare) (b) partially cooked food (such as lightly cooked fish, rare meat, and soft-cooked eggs) (c) raw seed or bean sprouts (d) ice, unless from an authorized/approved ice plant or other authorized potable water source. Non-potable/non-approved ice used for cooling will not come in direct contact with the food item being cooled.

B. CROSS-CONTAMINATION MEASURES

11. Cross contamination of food will be prevented by: (a) separating raw animal foods during storage and preparation from RTE foods and cooked foods. This can be accomplished by using separate equipment (cutting boards, utensils) and during storage – by arranging RTE items over products requiring lower cooking temperatures and products requiring higher cooking temperatures on the bottom (b) all cutting boards, utensils, and food contact services used for potentially hazardous foods (PHF) will be cleaned and sanitized throughout the day at least every 4 hours or at any time during the operation when contamination may have occurred.

12. Before being peeled, cut, combined with other ingredients, or offered in a RTE form, raw fresh fruits and vegetables will be:

(a) Thoroughly washed in water to remove soil and other contaminants

(b) Completely immersed in water containing 100 ppm chlorine/5 ppm free available chlorine (FAC) or

12.5 ppm food grade iodine solution for one minute.

13. Food will be protected from contamination by storing the food in a clean dry location; where it is not exposed to splash, dust, or other contamination; and at least 15 cm above the floor. During preparation, unpackaged food will be protected from environmental sources of contamination.

14. Recommend holding tank for bulk water (designated for kitchen and shower use, etc) be secured with a lock and that bulk water be maintained at 1.0 ppm FAC and checked daily.

C. FOOD CONTACT SURFACES MEASURES

15. Utilize the 3 compartment sink as follows:

(a) First compartment (WASH) - equipment and utensils will be thoroughly washed with detergent and hot water at no less than 110F/43C.

(b) Second compartment (RINSE) - Equipment and utensils rinsed in clean water no less than 120F/49C.

(c) Third compartment (SANITIZE) - Sanitize equipment and utensils in one of the following manners:

1. Immerse in hot water 171F/77C or above for at least 30 seconds.

2. Immerse in approved sanitizer (ex. chlorine solution for at least 15 seconds at temperature of 75F/24C and concentration of 100 ppm chlorine (5 ppm FAC). Add 16 tsp (80 ml) of 5% liquid bleach to 40 L of water to achieve 5 ppm FAC. Chlorine test strips should be provided at each sink.

16. Ware washing machines that use hot water to sanitize will achieve a dishware/utensil surface temperature of 160F (71C).

17. Cleaned and sanitized equipment and utensils will be stored: (a) in a clean and dry location (b) where they are not exposed to splash, dust, or other contamination (c) on a rack above the floor that permits air drying (d) either covered or inverted.

18. Plates and utensils will be allowed to air-dry after washing and sanitizing to prevent recontamination.

19. Cleaning cloths used for wiping food spills will be stored in a chemical sanitizer solution equal to 100 ppm chlorine/5 ppm FAC (or equivalent) solution and used for food contact and nonfood contact surfaces, OR use single use clean paper towels. Sanitizer solution will be checked at a frequency necessary to ensure maintenance of proper concentration.

D. PERSONAL HYGIENE MEASURES

20. Food employees will vigorously wash hands and exposed arms for at least 20 seconds with warm water and soap at a designated hand washing sink before food preparation or working with exposed food; after the toilet, after breaks, after coughing, sneezing, using a handkerchief or tissues, using tobacco, eating, or drinking; after handling soiled equipment or utensils; during food preparation, as often as necessary to remove soil and contamination and to prevent cross contamination when changing tasks; between working with raw food and ready-to-eat (RTE) food; after engaging in other activities that contaminate the hands.

21. If an alcohol-based hand sanitizer is used, it will be applied only to hands that are thoroughly cleaned as described above.

22. Each hand washing station will be supplied: soap, disposable towels, and a waste container.

23. Food employees need to wear authorized hair restraints (i.e. hats, hair nets) to keep hair from contaminating exposed food, clean equipment, utensils, and linens.

E. OTHER

24. Written daily logs (records) should be maintained for:
- a. Daily refrigerator and freezer temperature recordings (minimum of 2 daily recordings).
 - b. Buffet line hot food holding temperatures.
 - c. Time and temperature logs for cooking potentially hazardous foods (PHF).
 - d. Checks on all hand washing stations for soap and hand towels.
 - e. Water filters replacement, if applicable.
 - f. Daily bulk kitchen water chlorine levels, if applicable.

F. Potentially Hazardous Foods (PHF): those foods in which microorganisms are able to grow rapidly and include:

- Fresh Milk (chilled/frozen) or milk products (not UHT milk)
- Cheese
- Shell eggs, raw seeds and sprouts, sliced melons
- Meats, poultry, and fish
- Shellfish and edible crustacean (such as shrimp, lobster, crab)
- Baked or boiled potatoes
- Tofu or other soy-protein foods
- Garlic-and-oil mixtures
- Plant foods that have been heat-treated (such as rice, beans, etc)

Authorized potable water source – water that has been identified and confirmed potable by environmental science, preventive medicine, or veterinary personnel.

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.

Quality Assurance Surveillance Plan

This plan will be used as needed to record Quality Control Checks

Task #	Task Description	Required Performance	Measurement Performance indicator (Minimum Acceptable Standard) MAS	Method of Surveillance	Deduction from Contract Price for not meeting MAS	Sample Size	Frequency	Sat/un
	Food preparation	Ensure 100% of the meals are appropriately prepared, IAW VETCOM standards. Preventative Medicine Tech may inspect	100%	ON sight 100% inspection	10% per occurrence	100%	Daily	

		cooking, preparation and serving procedures without notice.						
	Serving	Ensure 100% of the meals are served as outlined in the menu. Vendor must not deviate from submitted menu. All options of food must be available throughout the entire feeding times.	100%	ON sight 100% Inspection	10% per occurrence	100%	Daily	
	Serving	Ensure 100% of the meals are appropriately served during specified hours in the PWS. Cannot deviate from set feeding times unless approved by COR and KO.	100%	ON sight 100% inspection	10% per occurrence	100%	Daily	
	Serving	Ensure 100% of the meals are appropriately served during specified hours in the PWS. Cannot deviate from set feeding times unless approved by COR and KO.	100%	ON sight 100% inspection	10% per occurrence	100%	Daily	
	Clean up	Clean all dining areas and dispose of all waste off base IAW	80%	Daily spot check	10% per occurrence	70%	Daily	

		local laws policies						
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CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-3	Offeror Representations and Certification--Commercial Items	NOV 2013
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2013
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
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	OCT 2013
252.225-7041	Correspondence in English	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10

times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Acceptability - Offers will be rated on an "Acceptable", or "Unacceptable" basis. Technical acceptability will be determined by the quoted items meeting or exceeding all the specifications/requirements in the Performance Work Statement. If one of the specifications is not met, the offer shall be considered technically unacceptable and shall not be considered for award. Offeror shall submit a certification stating that the contractor has the capability and facilities to provide all the requirements stated in the solicitation. Offeror shall be included in the US-Embassy VETCOM approved list. If the offeror is not included in this list, it will not be considered for award.

2. Price - Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating an offer from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). The Government will award contracts to offerors whose technically acceptable proposal represents the lowest price to the Government. Unless otherwise specified, offerors shall submit prices for all CLINs. Failure to submit a price for any CLIN/sub-CLIN shall result in the offer being considered unacceptable.

Award will be made to the lowest priced technically acceptable proposal

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

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

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

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

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

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

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

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

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

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

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

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

(iv) All personnel have received--

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

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

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

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

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

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

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

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

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

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

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

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

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

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

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

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

(ii) The (Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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

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

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

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

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

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

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

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

(m) Personnel recovery.

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

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

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

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

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

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

ADDENDUM:

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

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

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

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>
If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

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

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

<http://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):

<http://www.acquisition.gov/far>

(End of clause)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

(End of provision)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (IVA) RATE (16%)

(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)

ADDENDUM TO FAR 52.212-1

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

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
Annabelle Miller
millera@tcsc.southcom.mil
Tell: 275-4227

c. Vendors that intend to hand deliver offers must notify Rosalba Mateus or Annabelle Miller 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 Quote (RFQ) and make no award. By responding to this RFQ and submitting a offer in

response to the RFQ, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFQ.

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:

(a) Technical Offer. Technical Offer. Certification that the contractor will provide the items stated in the solicitation. Certification shall clearly indicate that the contractor can meet this requirement. Certification shall be on the company letterhead and signed by an authorized representative of the company

(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

PAYMENT INSTRUCTIONS

PAYMENT INSTRUCTIONS / INSTRUCCIONES PARA EL PAGO

Contractor is authorized to submit the invoice when they finish the delivery. Invoices shall be submitted no later than five days after the end of the performance. If the invoice is for a partial or full payment please indicate that on the invoice. Submit an Original invoice and a completed and signed DD250 to the USMILGRP Payment Office at one of the below addresses:

Within Colombia:

Billing Address:

Calle 24 Bis 48-50 (POST 1)

US Embassy

USMILGRP – Contracting Office

Attn: Judy Quintero

BOGOTA, COLOMBIA

TEL: 011-571-383-2601

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

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

judy.p.quintero.ctr@tcsc.southcom.mil and/or natalia.ochoa@tcsc.southcom.mil

Please send a copy of the invoice to the contracting office at the following e-mail address:

mateusr@tcsc.southcom.mil

If invoice is sent from the U.S:

Billing Address:

USMILGRP-BOGOTA

ATTN: JUDY QUINTERO OR NATALIA OCHOA

PAYMENT OFFICE

UNIT 5140

APO AA 34038

Or to the following e-mail addresses:

judy.p.quintero.ctr@tcsc.southcom.mil and/or natalia.ochoa@tcsc.southcom.mil

Please send a copy of the invoice to the contracting office at the following e-mail address:

mateusr@tcsc.southcom.mil

PARA RADICAR LA FACTURA:

Contratista está autorizado a presentar factura después de finalizar entrega.

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

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

Dentro de Colombia:

Oficina de Pago:

Calle 24 Bis 48-50 (PUESTO # 1)

US Embassy

USMILGRP – Contracting Office

Attn: Yudy Quintero / Natalia Ochoa

BOGOTA, COLOMBIA

TEL: 011-571-383-2601

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

O pueden ser enviadas a los siguientes correos electronicos:

judy.p.quintero.ctr@tcsc.southcom.mil and/or natalia.ochoa@tcsc.southcom.mil

Por favor, envíe una copia de la factura a la oficina de contratación en la siguiente dirección de correo electrónico:

mateusr@tcsc.southcom.mil

Si se envía desde los Estados Unidos:

Oficina de Pago:

USMILGRP-BOGOTA

ATTN: JUDY QUINTERO O NATALIA OCHOA

PAYMENT OFFICE

UNIT 5140

APO AA 34038