

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER  
0010530779

PAGE 1 OF 58

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W913FT-14-T-0030	6. SOLICITATION ISSUE DATE 25-Jul-2014
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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 11 Aug 2014
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9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 APO AA 34038-5130  TEL: 011-571-275-2552 FAX: 011-571-275-2084	CODE W913FT	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)  NAICS: 924110  SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO FORCE PROTECCION BOGOTA-COLOMBIA ROSA SANTONI CRA 45 N 24B-25 MILGRP BULDING AMERICAN EMBAS BOGOTA TEL: 011-571-381-5472 FAX:	CODE	16. ADMINISTERED BY	CODE
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17a. CONTRACTOR/OFFEROR  TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE
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<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<b>SEE SCHEDULE</b>					

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:	31c. DATE SIGNED
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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

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

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
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	Water Quality Study & Assessment FFP The contractor shall furnish all labor, transportation, equipment, materials and all other resources necessary for the water quality study and assessment at Caguan, Meta, Colombia IAW the Statement of Work. FOB: Destination PURCHASE REQUEST NUMBER: 0010530779	1	Lot		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	DBA - Worker's Compensation Insurance FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance. FOB: Destination	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contractor Manpower Reporting FFP IAW Part 5 Para 5.4 of the PWS. FOB: Destination	1	Each		

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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	180 dys. ADC	1	FORCE PROTECCION BOGOTA- COLOMBIA ROSA SANTONI CRA 45 N 24B-25 MILGRP BULDING AMERICAN EMBAS BOGOTA 011-571-381-5472 FOB: Destination	
0002	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	180 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.214-34	Submission Of Offers In The English Language	APR 1991
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7006	Removal of Contractor's Employees	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 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:

Award will be made to the lowest priced technically acceptable offer

The following factors shall be used to evaluate offers:

1. Technical Acceptability
2. Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(10) FSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology--

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

Service-disabled veteran-owned small business concern--

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

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
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(List as necessary)

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

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

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

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

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

Line Item No.	Country of Origin
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[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
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[List as necessary]

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

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

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

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

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

Line Item No.	Country of Origin
—	—

—	—
—	—

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—

—	—
---	---

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

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

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

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

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

(2) (  ) Outside the United States.

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

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

(2) (  ) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( \_\_\_ ) TIN: -----.

( \_\_\_ ) TIN has been applied for.

( \_\_\_ ) TIN is not required because:

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

( \_\_\_ ) Offeror is an agency or instrumentality of a foreign government;

( \_\_\_ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( \_\_\_ ) Sole proprietorship;

( \_\_\_ ) Partnership;

( \_\_\_ ) Corporate entity (not tax-exempt);

( \_\_\_ ) Corporate entity (tax-exempt);

( \_\_\_ ) Government entity (Federal, State, or local);

( \_\_\_ ) Foreign government;

( \_\_\_ ) International organization per 26 CFR 1.6049-4;

( \_\_\_ ) Other -----.

(5) Common parent.

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

( \_\_\_ ) Name and TIN of common parent:

Name - \_\_\_ .

TIN - \_\_\_ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

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

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

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

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

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

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

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

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

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

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

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

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

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

- \_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
  
- \_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
  
- \_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
  
- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).
  
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
  
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
  
- \_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
  
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
  
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
  
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  
- \_\_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  
- \_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
  
- \_\_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  
- \_\_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
  
- \_\_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
  
- \_\_\_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
  
- \_\_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
  
- \_\_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
  
- \_\_\_\_ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  
- \_\_\_\_ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).

- \_\_\_\_ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- \_\_\_\_ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- \_\_\_\_ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- \_\_\_\_ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- \_\_\_\_ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- \_\_\_\_ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_\_ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_\_ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_\_ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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

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

\_\_\_\_\_ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

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

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

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

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

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

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

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

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

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

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

(End of provision)

## **ADDENDUM**

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

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

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

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>  
If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.  
52.252-

#### **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)

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

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

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

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

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

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

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

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

boundaries and territories of the United States.

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

(b) General.

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

(i) Contingency operations;

(ii) Humanitarian assistance operations;

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

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

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

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

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

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

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

stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

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

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation—

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

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

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

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

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

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

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated

operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

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

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

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

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

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

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

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

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

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

(h) Contractor personnel.

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

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

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

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

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

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

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

(A) Safely;

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

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

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

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

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian assistance operations;

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

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

(End of clause)

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

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

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

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is--
- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:
- (1) For Army contracts: HQDA-AT, telephone DSN 222-9832 or commercial (703) 692-9832
- (2) Additional information: Assitant Secretary of Defense for Special Operations and Low-Intensity Conflict, ASD (SOLIC); telephone DSN 227-7205 or commercial (703) 697-7205
- (End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: (IVA<sub>t</sub>) 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)

PERFORMANCE WORK STATEMENT

STATEMENT OF WORK

## WATER QUALITY STUDY & ASSESSMENT

### PART 1. GENERAL INFORMATION

#### 1. GENERAL

Under this contract, the Contractor shall provide all management, tools, supplies, equipment and labor necessary to assess water supply conditions, supply volumes, distribution networks and water quality at various locations in the Department of Meta, Colombia, in accordance with (IAW) the Statement of Work (SOW).

##### 1.1. Description of Services:

The contractor shall provide all management, tools, supplies, equipment and labor necessary to assess water supply conditions, supply volumes, distribution networks, water quality, and design for recommended treatments system at various locations in the Department of Meta-Caguan, Colombia.

**1.2 Background.** The project is part of US Southern Command's efforts to provide assistance to the Colombian Military. This project will enable to improve healthy conditions of COLAR Observations Points.

**1.3 Objectives.** The objective is to provide all studies necessities to assess water supply in 15 sites listed at Appendix B for recommended treatment to improve the water quality at each site.

**1.4 Scope.** The Contractor shall provide and install all designs/specifications, materials, equipment and labor required to do an adequate recommendations for future projects for water supply in every site listed at Appendix B.

**1.5 Required Delivery of Project.** The required delivery of the total project will be 180 calendar days or less from the date of contract award. The Contractor shall start work no later than ten (10) calendar days after contract award. Workday losses due to inclement weather that exceed the amount pre-planned for may be extended on a day for day basis with no monetary compensation. Workday losses for inclement weather are those days which 50% or more of the day is lost. The Contractor shall submit the lost days for review by the contracting officer representative, and approval by the KO. If the KO approves the days lost for inclement weather, the POP will be revised by modification. Without this modification, the POP will remain unchanged. There shall be worksite inspections by the KO and/or his/her Representative prior to and upon completion of the project. The stated performance period for completion of both projects shall include final cleanup of each worksite's premises. Any reference in the Statement of Work to "number of days" refers to calendar days.

##### 1.6 General Information.

**1.6.1 Quality Control (QC).** The Contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this Statement of Work. The Contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The Contractor's QC program is the means by which he/she assures himself/herself that this work complies with the requirement of the contract. Contractor shall provide a copy of the QC plan to the GR 10 days after contract award. 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.

**1.6.2 Quality Assurance (QA).** The U.S. Government will monitor and inspect the Contractor's performance under this contract using the quality assurance procedures in the Federal Acquisition Regulation (FAR) clause 52.246-12, Inspection of Construction. The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

**1.6.3 Recognized Holidays.** The Contractor shall not schedule work at any of the worksite locations on U.S. or Colombian holidays or the designated day of holiday observance. The Contractor shall notify the contracting

officer representative and installation point of contact if contractor personnel are planning to work on any holiday at the worksite location. Contractor is not required to perform services on the following holidays.

#### **1.6.3.1 U.S. Federal Holidays**

January 1	New Year's Day
January 19	Martin Luther King, Jr.
February 16	Washington's Birthday
May 25	Memorial Day
July 4	Independence Day
September 7	Labor Day
October 12	Columbus Day
November 11	Veterans Day
November 25	Thanksgiving Day
December 25	Christmas Day

#### **1.6.3.2. Colombian Holidays**

January 12	Feast of the Epiphany
March 19	Saint Joseph's Day
April 5	Holy Thursday
April 6	Holy Friday
May 9	Work Day
May 21	The Ascension Day
June 11	Corpus Christi
June 18	Feast of the Sacred Heart
July 2	Saint Peter and Saint Paul
July 20	Colombia Independence Day
August 7	Boyacá Battle
August 20	Feast of the Assumption
October 15	Race Day
November 5	All Saints Day
December 8	Immaculate Conception Day
December 25	Christmas Day

**1.6.4 Hours of Operations.** The Contractor shall maintain the following work schedule: Monday through Friday, 7:30 a.m. through 4:30 p.m. except for listed holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. The Contractor may schedule other work hours, as necessary, if mutually agreed upon by the Contractor and the COR.

**1.6.5 Place of performance.** The work to be performed under this contract will be performed at location indicated in Appedix B, Department of Meta-Caguan, Colombia. Prior to the commencement of work, contractor shall be coordinated with the following point of contacts:

POC: Carlos Alberto Avila Ceron

**1.6.6 Type of Contract.** The Government plans to award a Firm Fixed Price contract for this requirement.

**1.6.7 Security Requirements.** Contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and

procedures (provided by government/Host Nation representative). The employee performing services under this contract shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, Security Office or the host nation equivalent.

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

**1.6.7.2 Key Control.** Not applicable.

**1.6.7.3 Lock Combinations.** Not applicable.

**1.6.7.4** Contractor and workforce will take appropriate security measures to protect Government critical and sensitive information. Contractor shall not disclose specifics of services to unauthorized personnel. Contractor will provide sub-contractors only required specifics to accomplish services and/or products delivery. All work related paper products and removable storage material that is received, generated, or stored during the contract will be destroyed completely when no longer needed to preclude recognition of information. Installation access badges will not be worn outside Government facility where visible to the general public. The Contractor and workforce personnel shall not sketch or take photos of Government facilities or activities, unless related to service to be provided. The Contractor shall not post or discuss government facility activities on any unauthorized public access media. Contractor will immediately report suspicious activities to security personnel.

**1.6.8 Special Qualifications.** Not applicable.

**1.6.9 Post Award Conference/Periodic Progress Meetings.** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Government Representative (GR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer will apprise the Contractor of how the government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

**1.6.10 Government Representative (GR).** The GR will be identified by separate letter. The GR monitors all technical aspects of the contract and assists in contract administration. The GR 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 GR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the GR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The GR is not authorized to change any of the terms and conditions of the resulting order.

**1.6.11 Key Personnel.** The follow personnel are considered key personnel by the government: project **environmental engineer**, field engineer, and quality control representative. The Contractor shall provide a project **environmental engineer** who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the project **environmental engineer** when the engineer is absent shall be designated in writing to the contracting officer. The project **environmental engineer** shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The project **environmental engineer** or alternate shall be available between 7:30 a.m. to 4:30 p.m., Monday thru Friday except Federal and Colombian holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel

are listed below: project **environmental engineer** shall have a bachelor degree in environmental engineering and be a register engineer with a valid license with at least 10 years of experience. Field engineer have a bachelor degree in engineering and be a register engineer with a valid license to with at least 5 years of experience. Quality control representative shall 5 years or more as a quality control inspector.

**1.6.12 Identification of Contractor Employees.** Contractor personnel will be required to obtain and wear badges in the performance of this contract when working inside Colombian Military installations.

**1.6.13 Contractor Travel.** Not applicable.

**1.6.14 Other Direct Costs.** Not applicable.

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

All the drawings, specifications, users, operation and maintenance handbooks, manufactures information, and other documents derived from the work, will belong to U.S. Army South and shall be turned over to U.S. Army South, as well as an original and four copies of the final construction and architectural drawings (as-built) (if applicable). Format for the drawings shall be AutoCad 2010 and pdf.

Data and information furnished or referred in this document is for the Contractor's information. The US Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. The indications of physical conditions in the specifications are the result of site investigations by surveys. The Contractor shall investigate the site condition and availability of transportation to the site. The Contractor shall maintain access to the site during construction and shall repair any bridge or road damage resulting from its operations.

Copy of the electronic files of the projects including solicitation, contract, specifications, project final report, bi-weekly progress reports, surveys, as-built drawings, testing results, and photos shall be submitted in a CD. Two CDs shall be submitted to GR and QA representative.

**1.6.16 Organizational Conflict of Interest.** Not applicable.

**1.6.17 Laws and Regulations.**

**1.6.17.1 Compliance Required.** The Contractor shall, without additional expense to the U.S. Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution.

**1.6.17.2 Labor, Health and Safety Laws.** The Contractor shall comply with all local labor laws of Colombia, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract. The Contractor is responsible for training all personnel to recognize fire and safety hazards. Contractor shall encourage personnel in the performance of their duties to report fire, safety hazards and unsafe conditions to their supervisor.

**1.6.18 Licenses and Permits.**

**1.6.18.1 Contractor Licenses and Permits.** The Contractor shall, at no additional cost to the U.S. Government, obtain all licenses and permits required for performance of work. Contractor shall comply with all applicable Colombian laws, rules, and regulations. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer or the contracting officer representative demonstrating compliance with this requirement when directed by the Contracting Officer or contracting officer representative.

**1.6.18.2 Subcontractor Licenses and Permits.** The Contractor shall inform the Contracting Officer and contracting officer representative in writing that all subcontractors and others performing work at Apiay worksite have obtained all requisite licenses and permits. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer demonstrating compliance with this requirement when directed by the Contracting Officer.

**1.6.19 Environmental Protection.**

**1.6.19.1** In order to prevent and provide for abatement and control of any environmental pollution arising from the activities in the performance of this contract, the Contractor shall comply with all applicable pollution control and abatement policies, and all applicable provisions of the Colombian Codes and Military Base regulations/laws.

**1.6.19.2** Environmental protection action required by this section shall consist of furnishing all labor, materials, and equipment and performing all work required for the abatement and prevention of pollution during and as the result of construction operations under this contract. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; detrimentally impact on biological species and/or their habitat; or degrade the aesthetic and recreational value of the area.

**1.6.19.3** The Contractor shall not pollute storm or sewer lines; or swales with fuels, oils, bitumen, calcium chloride, acid, construction wastes; or other harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Colombian laws concerning pollution of river and streams. All work under this contract shall be performed in such a manner that objectionable conditions shall not be created in streams through or adjacent to the project areas.

**1.6.19.4** Waste material is defined as any material for which no use or reuse is intended and which is to be discarded. Disposal of hazardous waste, containers or components thereof, shall be in a hazardous waste disposal site only and no other location shall be utilized for such disposal. Only hazardous waste sites which are permitted by the US Environmental Protection Agency (EPA), and/or the Government of Colombia shall be utilized for such disposal actions. Contractor shall coordinate with Colombian environmental agencies for disposal/storage activities.

**1.6.20 Personnel Safety.** The Contractor shall immediately correct all safety deficiencies upon notification of such deficiencies by the Contracting Officer /contracting officer representative and shall notify the Contracting Officer or contracting officer representative of the corrective action taken. The Contractor shall be responsible for the safety of their workers and all visitors at each work site; and shall ensure that all personnel are wearing appropriate safety gear at all times (i.e. safety glasses, helmet, harness, gloves, and safety shoes).

**1.6.21 Accident Protection (AP) and Emergency Medical Treatment (EMT).**

**1.6.21.1** The Contractor shall have competent personnel trained and capable of dealing with minor personnel injuries. The trained and capable personnel shall be able to certify to provide first aid in case of emergency. Contractor shall be responsible to provide AP and EMT to its employees.

**1.6.21.2** All work crews, office personnel, and the contracting officer representative shall be provided with information pertaining to the Contractor's arrangements for emergency medical treatment prior to contract start date. This information shall include the following:

Local Hospital:	Name	Phone No.
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Local Ambulance:	Name	Phone No.
Local Doctor:	Name	Phone No

**1.6.22 Marking of Work Zones.** Not applicable.

**1.6.23 Construction Operations and Storage Areas.** Not applicable.

**1.6.24 Contractor Vehicles.**

**1.6.24.1 Vehicular Access.** The Contractor shall, and in accordance with any regulations specified by the Project Engineer, use only established site entrances and roadways at both worksite locations.

**1.6.24.2** The Contractor shall provide a list of all vehicles used in the performance of this contract for Apiay to include vehicle description, valid vehicle registration number, and identification ID card numbers to the contracting officer representative within five (5) days after contract award and update as the changes occur. ID information will be used by the installation to verify credentials and issue access permits.

**1.6.25 Calendar Days.** Any reference in the Statement of Work to “days” refers to calendar days, rather than business days, unless otherwise specified.

## **PART 2 DEFINITIONS & ACRONYMS**

### **2. DEFINITIONS AND ACRONYMS**

#### **2.1 Definitions.**

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

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

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

**2.1.4 Defective Work.** A task output that does not meet the standard of performance associated with the SOW.

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

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

**2.1.7 Physical Security.** Actions that prevent the loss or damage of Government property.

**2.1.8 Quality Assurance (QA).** The government procedures to verify that tasks being performed by the Contractor are performed according to acceptable standards.

**2.1.9 Quality Assurance Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

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

**2.1.11 Subcontractor.** One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subContractor.

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

**2.1.13 Work Week.** Monday through Friday, unless specified otherwise.

## 2.2 ACRONYMS.

AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GR	Government Representative
HID	High-intensity discharge
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
SOW	Statement of Work
TE	Technical Exhibit
UL	Underwriters Laboratories
WHO	World Health Organization

## PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

### 3. GOVERNMENT FURNISHED ITEMS AND SERVICES.

3.1 **Services.** Not applicable.

3.2 **Facilities.** Not applicable.

3.3 **Utilities.** Not applicable.

3.4 **Equipment.** Not applicable.

3.5 **Materials.** Not applicable.

#### **PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES**

#### **4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES.**

4.1 **General.** The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this SOW. All work shall be performed in accordance with manufacturer specifications and instructions for the products and/or materials to be used, and performed by certified personnel such as professional environmental engineers, electrical engineers, electricians, and civil engineers. The contractor shall comply with special considerations, safety program, required insurance and Military Base regulations.

4.2 **Secret Facility Clearance.** Not applicable.

4.3 **Materials.** The Contractor shall provide designs using local materials (concrete, rebar, etc) to have required water study and recommended designs.

4.4 **Equipment.** The Contractor shall provide all required equipment and tools to conduct water study.

#### **4.5 Responsibilities of Contractor.**

4.5.1 **Damage to Persons or Property.** The Contractor shall be responsible for all damages to persons or properties at the worksite that occur as a result of the Contractor's own fault or negligence. The Contract shall take proper safety and health precautions to protect the work sites, the workers, the public, and the property of others.

4.5.2 **Responsibility for Work Performed.** The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire project, except for any completed unit of work which may have been accepted in writing under the contract.

4.6 **Contractor Records/Progress Reports.** The Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report to the KO and contracting officer representative. Bi-weekly report is due every Tuesday, no later than 1300 hrs (1:00 p.m. CST).

4.7 **Contractor Work Schedules.** Offerors shall include in their technical proposal a complete project management schedule utilizing the Critical Path Method (CPM), Program Evaluation & Review Technique (PERT) or Gantt Chart showing major phases (i.e. clearing site, site prep, electrical upgrades, fencing, gates, sidewalks, surveillance cameras, locking items, cleaning for the worksite, final inspection, and punch list correction). These items will become part of the contract at award. Sufficient float time shall be incorporated in the schedule to account for down days due to inclement weather. Contractor shall include quality assurance inspections performed by QA rep at each worksite.

**4.8 Progress Meetings.** The Contract Manager may be required to meet at least weekly with the KO and/or the contracting officer representative during the first month of the contract period of performance. The Contractor shall be responsible for keeping minutes of these meetings. The written minutes of these meetings shall be signed by the Project Manager, KO and/or the contracting officer representative, and any other individuals in attendance.

**4.9 Repair.** The Contractor shall repair any damage to the existing grounds, facilities, or property incurred during the course of performance at all locations to its original pre-existing conditions.

**4.10 Safety.** The Contractor is responsible for the safety of workers and visitors to the work sites. The Contractor shall ensure that all personnel wear appropriate safety gear at all times; in compliance with all Occupational Safety & Health Administration (OSHA); and ensure local safety regulations are followed at all times. The Contractor shall provide sanitation for workers in accordance with the latest edition of Corps of Engineers Safety and Health Manual EM 385-1-1 and Colombian safety and health laws. Contractor shall comply with safety and health requirements as established by EM 385-1-1. Information about how to obtain electronic and/or hard copies of this manual is located at the following website: <http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx>

**4.10.1 Prohibition on Asbestos and Lead Based Paints.** Not applicable..

**4.11 Utilities Connections and Excavations.** Not applicable.

**4.12 Interruption of Utility Services.** Not applicable.

**4.13. Contractor Personnel** The Contractor shall provide sufficient number of personnel, properly trained and qualified (i.e. certified environmental engineers, water sample collection technician, biologist), to perform the requirements of this contract.

**4.13.1 Project Managers/Superintendents.**

**4.13.1.1** The Contractor shall provide a Project Manager who shall be responsible for the performance of all work. The name of this person and an alternate(s) who shall act in behalf of the Contractor when the Project Manager is absent shall be designated in writing to the KO at least ten (10) days prior to contract performance. The Contractor shall not replace, substitute, or remove key personnel without prior written consent from the KO. In the event that the Contractor removes key employees, replacement personnel must be equally or better qualified.

**4.13.1.2** The Project Managers or alternates shall be physically present at the worksite between the hours of 7:30 am to 4:30 p.m., Monday through Friday, and 7:30 am to 12:00 p.m. on Saturdays, excluding U.S. Federal holidays or Colombian holidays, and any other time work is being performed at the site, as coordinated between the Contractor and contracting officer representative. The Contractor shall provide to the KO and contracting officer representative a phone number for the Project Managers and alternate(s) available during duty and non-duty hours (to include evenings, holidays, and weekends).

**4.13.1.3** Project Managers shall be responsible for overall management and coordination of this contract; directing the onsite work; acquiring materials; able to resolve issues; and provide information about work progress to the contracting officer representative. The Project Managers shall be highly knowledgeable of the projects progress and bi-lingual (read/speak English and Spanish fluently). Project Managers shall be available to meet with U.S. Government personnel, designated by the KO, within 30 minutes unless otherwise coordinated with such designated personnel. After duty hours, the Project Managers or designated alternates shall be available within two (2) hours.

**4.13.2 Personnel Listing.**

**4.13.2.1** At the time of award of the contract or when hiring new contract workers, the Contractor shall ensure contractor employees and subcontractor employees performing services under this contract have passed a security check done by the Host Nation Police Department of their residence or the State Police Department of their U.S. residence. Security checks that have been completed as part of a security clearance background investigation, or a

previous background check that was a condition of employment, meet this requirement. Documentation of these checks will be made available to the Contracting Officer or Contracting Officer Representative upon request. The Government retains the right to exclude any employee from performance of duties under this contract if a security check reveals information an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. If the Government determines additional background checks are required, at a minimum, and upon request from the Government, the Contractor shall provide to the Contracting Officer or Contracting Officer Representative, the following information on any contractor or subcontractor employee performing services under this contract. Required information for each individual on the personnel list shall include:

- Full Birth Name
- Married Name (if applicable)
- SSN or local equivalent (ID Card number)
- Place and Date of Birth (city, country)
- Current Address

**4.13.2.2** Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application(s). Once the Government of Colombia has completed the security screening and approved the applicants, the Government of Colombia will provide a badge to the individual for access to the applicable worksite. Security officials may revoke this badge at any time due to the falsification of data, or misconduct on the Colombian Military installation.

a. If a background check on any employee performing services under this contract, whether the check was conducted as a condition of employment or as part of the contract with the Government, reveals any information from any source (including host country law enforcement) of criminal activity by Contractor employees, subcontractors, or subcontractor employees, the Contractor shall immediately:

(1) Notify the Government Representative of that information; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

b. The Contractor shall also immediately-

(1) Notify the Government Representative of any suspicious activity by Contractor employees, subcontractors, or subcontractor employees the Contractor believes may pose a risk to U.S. or host nation national security or imminent risk of deadly bodily harm to any person;

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

c. Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this paragraph may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

4.13.3 Contractor Employee Uniforms. The Contractor shall provide to each employee a shirt (all shirts must be the same style and color) with the Contractor's name/logo and contract number. The shirt shall be worn at all times while working at Colombia Military Installations.

## **PART 5 SPECIFIC TASKS**

### **5. Specific Tasks:**

**5.1 General.** The contractor shall provide all management, tools, supplies, equipment and labor necessary to assess water supply conditions, supply volumes, distribution networks and water quality at various locations in the Department of Meta-Caguan, Colombia.

As a result of this study, the contractor shall deliver a document describing the recommended courses of actions for works that is required to ensure an adequate supply of waterer (including a designs and incorporating low-cost/low maintenance (self-sustaining) water efficiency measures, the treatment required for drinking water supply and finally an estimated of the value of the works, according to the needs and conditions of each site.

Water study shall include as a minimum the following:

- Sampling methods
- Laboratory methods
- Data handling
- Data analysis
- Reporting
- Information utilization

Contractor shall conduct a collection of documents that can include government reports, academic papers, and other academic and government documents in the following areas:

- water as resource for production activities
- water for consumption purposes
- water in terms of flood control waste management
- water efficiency measures applicable to the geographic area

**5.1.1 Assess water supply: Quantity.** The contractor shall provide water supply assessments of the 15 sites listed at Appendix B to determine the quantity available for community use at during both the wet (rainy) and dry seasons of the year. Assessment shall be provided to show number of liters per day the source can provide and current storage capacity existing at the site.

**5.1.2 Assess water supply: Quality.** The contractor shall provide water supply assessments of the 15 sites listed at Appendix B to determine the current quality of water. Water samples from each location shall be submitted to a testing laboratory certified as suitable by the host nation health authorities. A complete potable water analysis shall be conducted and any local health regulations pertaining to this testing will apply. The results of this testing shall be furnished to the GR. Chemical and physical tests shall be included. The contractor shall conduct water sample tests to determine coliform bacteria counts, presence of pesticides/herbicides, escherichia coli, alkalinity, free residual chlorine, chloride, CO<sub>2</sub>, turbidity (NTU), apparent color, conductivity, total hardness, iron, pH, total suspended solid, manganese, cadmium, arsenic, lead, nitrates, total dissolved solids, sulfate and turbidity, in accordance with Resolution 2115 of 2007 from Colombian Ministry of Environment, Housing and Territorial Development.

**5.2 Health survey.** The contractor shall conduct a health survey of each of the 15 sites listed at Appendix B to determine common illnesses, especially waterborne, that frequent the populations. At a minimum, a health interview must be conducted with a municipal school and/or health clinic manager as well as the municipal mayor or civic representatives. The health survey shall indicate the presumed source of the illness and frequency of the occurrence. Contractor shall analyze survey results and present them in tables, charts, and executive summary. Original results of the survey shall be also included as appendix. Survey shall include information of government representatives (i.e. names, phone, email, address). Contractor shall provide a detail references consulted prior, during, and after the survey. References shall be part of the survey report/section. Survey form design shall be approved by the COR.

**5.3 Recommended supply/treatment design.** The contractor shall provide recommended designs for each of the 15 sites listed at Appendix B for recommended supply/treatment and/or courses of actions to improve the water quality/quantity at each site. Designs shall use only locally procured materials (within Colombia, with preference to materials that can be acquired within the Department of Meta), including applicable low-cost, low maintenance (self-sustaining) water efficiency measures (e.g. rainwater cisterns, water reutilization measures, water-efficient devices). Each design will be used for future project development by the Government of Colombia. The design shall include, at a minimum.

**1.1.4.1** Topographic or aerial imagery showing recommended treatment plant location, water supply, existing water supply infrastructure and proposed new infrastructure.

**1.1.4.2** Material list of items required to construct proposed treatment plant in each location.

**1.1.4.3** Wastewater plant, chlorination system, and other recommended treatment system design.

**1.1.4.4** Anticipated period of performance for contractor to complete each treatment plant and new infrastructure.

**1.1.4.5** Rough order of magnitude cost estimate for each treatment plant and new infrastructure to be installed/constructed.

**1.1.4.6** A list of water efficiency measures applicable for each specific location

Contractor shall validate all designs with his license civil, electrical, and structural engineers to ensure meeting constructions codes, and license microbiologists (or applicable scientists) to ensure meeting water quality standards.

**5.4. Contractor Manpower Reporting:** The Contractor shall completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract to complete the CMR requirement.

## **PART 6 APPLICABLE PUBLICATIONS**

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. Unless otherwise specified, dictated by local government standards and conditions, or noted hereinafter, the design, and installation of all electrical equipment, materials, components, devices, and construction techniques and procedures shall conform to the Colombian Building Codes and International standard practices; or if local codes are not available, to the following codes, regulations, standards and recommended practices (latest edition at time of request for proposals shall govern). Contractor shall use the latest code referring in this section.

- American National Standards Institute Standards (ANSI)
- International Building Code (IBC)
- Norma Sismo Resistente 2010 (NSR 10)
- Normas Técnicas Colombianas (NTC)
- Reglamento Técnico de Instalaciones Eléctricas (RETIE)
- Reglamento Técnico de Iluminación y Alumbrado Público (RETILAP)
- Reglamento Técnico del Sector de Agua Potable y Saneamiento Básico (RAS)
- Resolución 2115 de 2007 del Ministerio de Medio Ambiente, Vivienda y Desarrollo Territorial.
- World Health Organization (WHO), Water Safety in Distribution Systems (WHO/FWC/WSH/14.03)
- ISO (International Organization for Standardization) (ISO/tc 224, 113, 147, 207) as applicable

Where discrepancies in the referenced standards and the contract requirements occur, the more stringent requirements shall govern. If this occurs, the contractor shall immediately notify the COR.

**PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING**

**7. Attachment/Technical Exhibit List:**

7.1 Appendix A. Estimated Workload Data.

**ESTIMATED WORKLOAD DATA**

<b>ITEM</b>	<b>NAME</b>	<b>ESTIMATED QUANTITY</b>	
<b>1</b>	Water Sampling	_____	Square feet
<b>2</b>	Community Interviews	_____	Unit
<b>3</b>	Soil sampling	_____	Unit
<b>4</b>	Topographic Surveys	_____	Unit

7.2 Appendix B. Consolidacion Territorial - Exhibit A.

**7.2.1 Deliverables upon Completion of Project.** The Contractor shall deliver the following items:

**TECHNICAL EXHIBIT 1**

**DELIVERABLES SCHEDULE**

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
7.1.1 The Contractor shall provide personnel listing of all workers and supervisors assigned to both projects (Biographic Data on Personnel). Refer to paragraph 4.13.2.1 for additional information.	Deliverables after Contract Award.	One copy, 5 days after contract award	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, michael.haydo@tsc.southcom.mil; and QA rep, Raul Murcia, raul.murcia@pae.com
7.1.2 The Contractor shall provide a list of all vehicles used in the performance of this contract. Refer to paragraph 1.6.24.2 for additional information.	Deliverables after Contract Award.	One copy, 10 days after contract award	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
7.2.1 Contractor shall provide bi-weekly progress reports. See paragraph 4.6 for additional information.	Deliverables after Notice to Proceed	One copy, reports are due every other Tuesday throughout the period of performance on the contract.	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.2 The Contractor shall inform the KO and COR in writing that all requisite licenses and permits have been obtained. See paragraph 1.6.18 for additional information.	Deliverables after Notice to Proceed	One copy, 10 days after NTP	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.3 Contractor shall provide a copy of the QC plan. See paragraph 1.6.1 for additional information.	Deliverables after Contract Award	One copy, 10 days after contract award	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.4 The Contractor shall submit water study. See paragraph 5.1 for additional information.	Deliverables upon Completion of Project	During final inspection.	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.5 The Contractor shall submit water samples from each location. See paragraph 5.1.2 for additional information.	Deliverables upon Completion of Project	During final inspection.	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.6 The Contractor shall submit water supply assessments. See paragraph 5.1.1 for additional information.	Deliverables upon Completion of Project	During final inspection.	Electronic copy, MS Word, Excel, or pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.6 The Contractor	Deliverables	One copy, 30	Electronic copy, MS	Contracting

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
shall submit health assessment survey. See paragraph 5.3 for additional information.	after Notice to Proceed	days after NTP	Word, Excel, or pdf.	officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.2.6 The Contractor shall submit treatment designs. See paragraph 5.4 for additional information.	Deliverables upon Completion of Project	During final inspection.	Electronic copy, AutoCad 2010 and pdf.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com
7.3.1 Copy of the electronic files of the projects including solicitation, contract, specifications, project final report, bi-weekly progress reports, surveys, as-built drawings, testing results, and photos. See paragraphs 1.6.15 for additional information.	Deliverables upon Completion of Project	During final inspection.	Electronic copy, 3 DVDs or CDs.	Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, <a href="mailto:raul.murcia@pae.com">raul.murcia@pae.com</a> , and Colombian POC.
7.4 Failure to provide requested deliverables as specified above shall be cause for withholding progress payments and/or final payment until all deliverables have been received by the contracting officer representative.	Deliverables upon Completion of Project	During final inspection.		Contracting officer representative, rosa.l.santoni.civ@mail.mil; KO, and QA rep, raul.murcia@pae.com

## TECHNICAL EXHIBIT 2

### 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.

<b>Performance Objective</b> (The Service required—usually a shall statement)	<b>Standard</b>	<b>PERFORMANCE THRESHOLD (THIS IS THE MAXIMUM ERROR RATE. IT COULD POSSIBLY BE “ZERO DEVIATION FROM STANDARD”)</b>	<b>Method of Surveillance</b>	<b>% Deduction from monthly invoice for not meeting Performance Standards</b>
<b>1. Combating Trafficking in Persons FAR 52.222-50 c</b>	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, GR Validation	5% of total monthly price will be deducted
<b>2. Contracting Manpower Reporting PWS Part 5 Para 5.4</b>	The Contractor shall completely fill in all the information in the format using the following web address <a href="https://cmra.army.mil">https://cmra.army.mil</a> . The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract to complete the CMR requirement.	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted
<b>PRS # 1.</b> The contractor agrees to attend any post award conference	The contractor shall attend in accordance with Federal Acquisition Regulation Subpart 42.5.	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted

convened by the contracting activity or contract administration office. PWS paragraph 1.6.9.				
<b>PRS # 2</b> The Contractor shall certify all completed work on bi-weekly basis and provide bi-weekly progress report to the KO and contracting officer representative. PWS paragraph 4.6.	In accordance to PWS section 4.6. Bi-weekly report is due every Tuesday, no later than 1300 hrs (1:00 p.m. CST).	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted
<b>PRS # 3</b> The Contractor shall be responsible for keeping minutes of these meetings. PWS paragraph 4.8.	In accordance to PWS section 4.8.	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted
<b>PRS # 4</b> The Contractor is responsible for the safety of workers and visitors to the work sites. PWS paragraph 4.9.	In accordance to Occupational Safety & Health Administration (OSHA), local safety regulations, US Corps of Engineers Safety and Health Manual EM 385-1-1 and Colombian safety and health laws. <a href="http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx">http://www.usace.army.mil/CESO/Pages/EM385-1-1.aspx</a>	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted
<b>PRS #5</b> The contractor shall provide water supply assessments of the 15 sites listed at Appendix B to determine the quantity available for community use at during both the wet (rainy) and dry seasons of the year. PWS section 5.1.1	In accordance to PWS section 5.1.1.	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted
<b>PRS #6</b> Contractor shall provide water supply assessments of the 15 sites listed at Appendix B to determine the current quality of water. PWS section 5.1	In accordance with Resolution 2115 of 2007 from Colombian Ministry of Environment, Housing and Territorial Development.	100% Compliance	100% Inspection, GR Validation	5% of CLINS total monthly price will be deducted

<p><b>PRS #7</b> The contractor shall conduct a health survey of each of the 15 sites listed at Appendix B to determine common illnesses, especially waterborne, that frequent the populations. PWS section 5.2.</p>	<p>In accordance to PWS section 5.2.</p>	<p>100% Compliance</p>	<p>100% Inspection, GR Validation</p>	<p>5% of CLINS total monthly price will be deducted</p>
<p><b>PRS #8</b> The contractor shall provide recommended designs for each of the 15 sites listed at Appendix B for recommended supply/treatment and/or courses of actions to improve the water quality/quantity at each site. PWS section 5.3.</p>	<p>In accordance to PWS section 5.3.</p>	<p>100% Compliance</p>	<p>100% Inspection, GR Validation</p>	<p>5% of CLINS total monthly price will be deducted</p>

ADDENDUM TO FAR 52.212-1

ADDENDUM TO FAR 52.212-1

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

1. **PROPOSAL SUBMITTAL INSTRUCTIONS:** Offerors are required to submit a complete proposal package as listed in Paragraph 2 below. Hard copy or electronic copy of the proposals are acceptable. Proposal packages must be received on or before the solicitation closing date and time.

- a. Submit complete proposal packages

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

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

Rosalba Mateus  
[mateusr@tcsc.southcom.mil](mailto:mateusr@tcsc.southcom.mil)

Tel: 275-2552  
 Cellphone: 311-516 8499

Alternate

Robert Devisser  
[devisser@tcsc.southcom.mil](mailto:devisser@tcsc.southcom.mil)  
 Te;l: 275-4228

c. Offerors that intend to hand deliver proposals 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 proposals.

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

f. Proposals submitted electronically via e-mail shall be prepared in Microsoft application programs (i.e., Word 2000 and/or Excel 2000)

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

2. PROPOSAL FILES Offeror shall submit the following:

(a) Technical Proposal: As indicated in Addendum to FAR 52.212-2

(b) Price Proposal

(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 proposed cost.

(3) Completed Representations and Certifications

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

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

ADDENDUM TO FAR 52.212-2

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

**BASIS OF AWARD**

**A. BASIS OF AWARD.** The award will be evaluated on a Lowest Priced, Technically Acceptable (LPTA) basis, considering past performance. Subject to the provisions contained herein, the Government intends to award a single contract resulting from the solicitation, to the Offeror whose response conforms to the Statement of Work and is technically acceptable, and provides the lowest total price for the actual contract line items awarded.

**B. EVALUATION FACTORS.** Each offeror's response will be evaluated Acceptable/Unacceptable. Any factor or sub-factor rated as "unacceptable" will result in an overall factor rating of "unacceptable". Factor III - Price will not be scored or rated. Evaluation of price will be performed using one or more of the price analysis techniques in FAR 15.404-1(b).

1. Factor I - Technical criteria elements consist of the following:

(a) **Project Schedule:** The offerors' project schedule will be evaluated to ensure performance will be completed on time IAW the contract period of performance and that the offeror has demonstrated a clear understanding of the project. As a minimum, the following will be evaluated:

- (1) Meeting the minimum 180-day schedule
- (2) Identifying a critical path that shows the essential elements that must be accomplished prior to the start of follow on work
- (3) Clearly identifies Government inspection and permit approval time
- (4) Includes Colombian holidays and slack time planned for weather or local security related delays.

(c) **References:** The offerors' references will be evaluated for:

- (1) Physical completion within the past three years
- (2) Similar in magnitude to the disclosure of magnitude of the solicitation
- (3) Similar in features to the specifications provided in the solicitation.

2. **Factor II – Past Performance.** The Government will evaluate the water quality study & assessment services or contracts submitted in order to evaluate both past performance and experience. Past performance relates to how well a Contractor has performed on previous contracts. Experience pertains to the types of work and volume of work previously or currently being performed by the Contractor that are comparable to the types of work envisioned by this requirement in terms of size, scope, complexity, and their relevancy. The Government may contact references to verify experience and past performance. If the Government is aware of contracts that meet the requirements of this solicitation but have not been included in the three (3) contracts submitted, it may evaluate those contracts in addition to those submitted. In the event an offeror has no relevant past experience, Offeror's may submit past performance information for the key personnel proposed. If an offeror, or the proposed employees for the offeror do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on the factor (rating will be unknown or acceptable). In order to be considered for award, the offeror's past performance rating must be evaluated as acceptable. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance submittal and information obtained from other sources, such as the Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA) and commercial sources.

3. Factor III – Price

(a) 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). Supporting documentation shall be included in the price submission, which includes the price breakdown schedule of the prices.

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

**C. EVALUATION APPROACH.** The evaluation processes consists of two parts: (1) Technical evaluation and (2) Past Performance evaluation. Price will be evaluated separately from Technical and Past Performance evaluations.

1. All factors will be evaluated based on how well the proposal addresses the solicitation requirements. Based on an offeror's proposal the Government will assign a Technical Criteria Rating of Acceptable or Unacceptable Rating and a Past Performance Risk Rating of Acceptable or Unacceptable (defined under Proposal Rating Scheme in Para D and E below) to each Factor and criteria element. The Technical Evaluation focuses on how the proposed approach meets the minimum solicitation requirements.

2. All proposals shall be subject to evaluation by a team or member of technical evaluators. Each evaluator will independently evaluate each proposal. Thereafter, the results of the independent evaluations are merged into a final evaluation report. The evaluation report must represent a consensus of opinion of the members and be signed by each member.

3. Technically acceptability will include a review of Factor I – Technical (Specifications and the Project Schedule) and Factor II – Past Performance.

4. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all CLINs/items stated in the solicitation. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal. DBA insurance will not be included in evaluating price.

**D. TECHNICAL MERIT ADJECTIVAL RATING SCHEME.** The following is the Technical Merit Adjectival Rating Scheme for evaluation of Technical Proposal.

ACCEPTABLE – Proposal clearly meets the minimum requirements of the specifications outlined in the solicitation.

UNACCEPTABLE – Proposal does not clearly meet the minimum requirements of the specifications outlined in the solicitation.

**E. PAST PERFORMANCE RATING SCHEME:** In the evaluation of Past Performance, the evaluators will use the following adjectives and related definitions to define the past performance risk the Offeror poses.

ACCEPTABLE – Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (See Note Below).

UNACCEPTABLE – Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)).

Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, “unknown” shall be considered “acceptable.”