SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

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

1. REQUISITION NUMBER

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			W913FT-12-T-0001	18-Oct-2011

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No Collect Calls)*	8. OFFER DUE DATE/LOCAL TIME
	ANNABELLE MILLER	011-571-383-4227	10:00 AM 21 Nov 2011

9. ISSUED BY CODE W913FT

REGIONAL CONTRACTING OFFICE (RCO) BOGOTA
CARRERA 45 NO. 24B-27
USMILGP CONTRACTING
BOGOTA

TEL:
FAX:

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SB
  - [ ] HUBZONE SB
  - [ ] 8(A)
  - [ ] SVC-DISABLED VET-OWNED SB
  - [ ] EMERGING SB

SIZE STD: $7M NAICS: 561110

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] RFQ
- [ ] IFB
- [ ] RFP

15. DELIVER TO CODE WF7LKT
USMILGP COLOMBIA - RMO
HILARY O'GORMAN
CRA. 45 # 24B-27
BOGOTA
TEL: 383-3866 FAX:

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TEL.

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 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 [ ] SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
- [X] TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE
- [ ] OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

31c. DATE SIGNED

30b. NAME AND TITLE OF SIGNER *(TYPE OR PRINT)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(TYPE OR PRINT)*

TEL: EMAIL:

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)		PAGE 2 OF 94

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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

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

Section SF 1449 - CONTINUATION SHEET

NOTICE TO OFFERORS

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

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

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

AWARD WILL BE CONDUCTED UNDER THE PROVISIONS OF FAR PART 12 ACQUISITION OF COMMERCIAL ITEMS AND FAR PART 13.5 TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS.

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

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 27 October 2011, 10:00 AM local time (Bogota) relating to this solicitation in writing via email to the following:

Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil / annabelle.miller@us.army.mil

OR

Robert R. Devisser
robert.devisser@tcsc.southcom.mil

All questions shall reference solicitation number (W913FT-12-T-0001) and include the applicable section/paragraph/schedule of the Performance Work Statement and RFQ Solicitation. Please be specific addressing technical questions relating to this solicitation.

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

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		12	Months		
	Administrative Asst/Secretarial Services FFP IAW Para 3.2 through Para 3.2.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 37,440 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002		12	Months		
	Voucher Examiner Services FFP IAW Para 3.3 through Para 3.3.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 12,480 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003		12	Months		
	Admin Asst/Procurement/Contracting Sprt FFP IAW Para 3.4 through Para 3.4.1 of the PWS. Contractor shall provide administrative, procurement and contracting support services for an estimated 4,992 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004		12	Months		
	Admin Support for Visas and Passports FFP IAW Para 3.5 through Para 3.5.1 of the PWS. Contractor shall provide administrative support services for visas and passports for an estimated 2,496 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005		12	Months		
	Admin Support for Mail and Distribution FFP IAW Para 3.6 through Para 3.6.1 of the PWS. Contractor shall provide administrative support services for mail and distribution for an estimated 2,496 hours per year. FOB: Destination				
				ESTIMATED NET AMT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006		12	Months		
	Admin Support for Travel FFP IAW Para 3.7 through Para 3.7.1 of the PWS. Contractor shall provide administrative support services for travel for an estimated 4,992 hours per year. FOB: Destination				
				ESTIMATED NET AMT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007		12	Months		

Executive Admin Asst/Secretarial Srvcs
FFP
IAW Para 3.8 through Para 3.8.1 of the PWS. Contractor shall provide executive administrative assistant/secretarial support services for an estimated 2,496 hours per year.
FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008		1,500	Hours		

Overtime
FFP
IAW Para 7.2 and 7.2.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount in the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Dollars, U.S.		

Travel

COST

IAW Para 7.4 through 7.4.1of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other official expenses related to the TDY support. Reimbursement of actual costs incurred shall not include G&A, Overhead or Profit. Contractor shall not incur cost over the estimated amount in the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation. The Government will reimburse only the actual charges incurred.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010			Dollars, U.S.		

DBA Workers' Compensation Insurance

COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures.

Notes:

1. Propose, if applicable.

2. This cost will be excluded from price evaluation. The Government will reimburse only the actual amount of the insurance paid.

3. Offerors shall include in their proposals a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011		1	Lot		

Contractor Manpower Reporting

FFP

IAW Para 6.6.6 of the PWS. Contractor shall report all contractor manpower (to include sub-Contractor manpower) required for the performance of this contract.

FOB: Destination

ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001		12	Months		
OPTION	Administrative Asst/Secretarial Services FFP IAW Para 3.2 through Para 3.2.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 37,440 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002		12	Months		
OPTION	Voucher Examiner Services FFP IAW Para 3.3 through Para 3.3.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 12,480 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003		12	Months		
OPTION	Admin Asst/Procurement/Contracting Sprt FFP IAW Para 3.4 through Para 3.4.1 of the PWS. Contractor shall provide administrative, procurement and contracting support services for an estimated 4,992 hours per year. FOB: Destination				
				ESTIMATED NET AMT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004		12	Months		
OPTION	Admin Support for Visas and Passports FFP IAW Para 3.5 through Para 3.5.1 of the PWS. Contractor shall provide administrative support services for visas and passports for an estimated 2,496 hours per year. FOB: Destination				
				ESTIMATED NET AMT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005		12	Months		
OPTION	Admin Support for Mail and Distribution FFP IAW Para 3.6 through Para 3.6.1 of the PWS. Contractor shall provide administrative support services for mail and distribution for an estimated 2,496 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006		12	Months		
OPTION	Admin Support for Travel FFP IAW Para 3.7 through Para 3.7.1 of the PWS. Contractor shall provide administrative support services for travel for an estimated 4,992 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1007		12	Months		
OPTION	Executive Admin Asst/Secretarial Srvcs FFP IAW Para 3.8 through Para 3.8.1 of the PWS. Contractor shall provide executive administrative assistant/secretarial support services for an estimated 2,496 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1008		1,500	Hours		
OPTION	Overtime FFP IAW Para 7.2 and 7.2.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount in the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009			Dollars, U.S.		
OPTION	Travel				

COST

IAW Para 7.4 through 7.4.1of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other official expenses related to the TDY support. Reimbursement of actual costs incurred shall not include G&A, Overhead or Profit. Contractor shall not incur cost over the estimated amount in the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation. The Government will reimburse only the actual charges incurred.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010			Dollars, U.S.		
OPTION	DBA Workers' Compensation Insurance COST Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. Notes: 1. Propose, if applicable. 2. This cost will be excluded from price evaluation. The Government will reimburse only the actual amount of the insurance paid. 3. Offerors shall include in their proposals a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1011		1	Lot		
OPTION	Contractor Manpower Reporting FFP IAW Para 6.6.6 of the PWS. Contractor shall report all contractor manpower (to include sub-Contractor manpower) required for the performance of this contract. FOB: Destination				

ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001		12	Months		
OPTION	Administrative Asst/Secretarial Services FFP IAW Para 3.2 through Para 3.2.1 of the PWS. Contractor shall provide administrative assistant/secretarial services for an estimated 37,440 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002		12	Months		
OPTION	Voucher Examiner Services FFP IAW Para 3.3 through Para 3.3.1 of the PWS. Contractor shall provide voucher examiner services for an estimated 12,480 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003		12	Months		
OPTION	Admin Asst/Procurement/Contracting Sprt FFP IAW Para 3.4 through Para 3.4.1 of the PWS. Contractor shall provide administrative, procurement and contracting support services for an estimated 4,992 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004		12	Months		
OPTION	Admin Support for Visas and Passports FFP IAW Para 3.5 through Para 3.5.1 of the PWS. Contractor shall provide administrative support services for visas and passports for an estimated 2,496 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005		12	Months		
OPTION	Admin Support for Mail and Distribution FFP IAW Para 3.6 through Para 3.6.1 of the PWS. Contractor shall provide administrative support services for mail and distribution for an estimated 2,496 hours per year. FOB: Destination				
				ESTIMATED NET AMT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006		12	Months		
OPTION	Admin Support for Travel FFP IAW Para 3.7 through Para 3.7.1 of the PWS. Contractor shall provide administrative support services for travel for an estimated 4,992 hours per year. FOB: Destination				
				ESTIMATED NET AMT	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2007		12	Months		
OPTION	Executive Admin Asst/Secretarial Srvcs FFP IAW Para 3.8 through Para 3.8.1 of the PWS. Contractor shall provide executive administrative assistant/secretarial support services for an estimated 2,496 hours per year. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2008		1,500	Hours		
OPTION	Overtime FFP IAW Para 7.2 and 7.2.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain COR approval prior to working overtime. Any overtime not previously approved by the COR shall not be paid. Contractor shall not incur cost over the estimated amount in the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009			Dollars, U.S.		
OPTION	Travel				

COST

IAW Para 7.4 through 7.4.1of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other official expenses related to the TDY support. Reimbursement of actual costs incurred shall not include G&A, Overhead or Profit. Contractor shall not incur cost over the estimated amount in the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation. The Government will reimburse only the actual charges incurred.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010			Dollars, U.S.		
OPTION	DBA Workers' Compensation Insurance COST Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. Notes: 1. Propose, if applicable. 2. This cost will be excluded from price evaluation. The Government will reimburse only the actual amount of the insurance paid. 3. Offerors shall include in their proposals a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract. FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2011		1	Lot		
OPTION	Contractor Manpower Reporting FFP IAW Para 6.6.6 of the PWS. Contractor shall report all contractor manpower (to include sub-Contractor manpower) required for the performance of this contract. FOB: Destination				
				ESTIMATED NET AMT	

Performance Work Statement (PWS)
Administrative Support Services
U.S. Military Group – Colombia (USMILGP-CO)
Bogota, Colombia

1.0 Description of Services

1.1 Background: USMILGP-CO, in cooperation with the U.S. Embassy Country team, U.S. Government general agencies, and the Government of Colombia (GOC) provides Security Assistance (SA) and military to military contact in order to eliminate/reduce drug trafficking and narco-terrorism; strengthen Colombian Military (COLMIL) professionalism; conduct counter drug narco-terrorism operations (CNT); and eliminate the threat to Colombia's sovereignty and democracy. Since FY 2003, USMLGP-CO's mission, responsibilities, and Operation Tempo (OPTEMPO) have increased significantly in support of Security Operations in Colombia, Southern Command (SOUTHCOM) Operational Plans and other approved Department of Defense (DoD) and Department of State (DoS) plans. To accomplish the mission, the USMILGP requires administrative support services.

1.2 General Requirement: This Performance Work Statement (PWS) identifies administrative support services required by the USMILGP-CO. The Contractor shall provide all resources necessary to meet the requirements/terms and provisions of this contract, unless specified as U.S. Government Furnished Equipment (GFE) and U.S. Government Furnished Property (GFP). The Contractor shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.

1.2.1 The Contractor shall provide fully qualified personnel who possess the training, skills, and experience to satisfactorily perform the required services. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government. Contractor personnel performing services under this contract may be Colombian Local Nationals, unless otherwise specified in this PWS. All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment and at the contractor's expense (See Par 7.1). The contractor shall not employ any person whose employment results in a conflict of interest under DoD 5500.7-R, Joint Ethics Regulation.

1.2.2 The Contractor shall submit a monthly report of personnel employed under this contract. The report, at a minimum will include (1) name of employee; (2) position description; (3) CLIN billed under; (4) date hired; (5) date terminated, if applicable; (6) duty status (on duty or on leave); (7) remarks/status. Contractor shall submit a report format to the KO and COR for approval within five (5) days of contract award. The report shall be submitted to the COR and KO every 5th of the month with the first report to be provided within ten (10) days after start of contract performance. The initial list shall include a copy of the Language Capability certification for each of the employees under the contract. Subsequent reports shall include a copy of the Language Capability certification for each new employee.

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

2.1 Key Personnel: The Contractor shall, as a minimum, provide a Program Manager (PM) as a key management personnel.

2.1.1 Resume of Key Personnel: The contractor shall provide a detailed resume of all key personnel listed under Par 2.1. The Government reserves the right of first refusal if the individual does not meet the qualifications specified in the PWS.

2.1.2 Removal and Replacement of Key Personnel: The positions indicated as "key" shall not be vacant for more than seven calendar days. When any of these individuals depart the work site for more than one week, a pre-trained replacement capable of executing the required duties and responsibilities shall be provided. The pre-training

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

2.1.3 All requests for approval of replacements shall be in writing and provide a detailed explanation of the circumstances necessitating the proposed replacements. Replacement documentation shall include a complete/detailed resume for the proposed replacement and any other information requested by the KO/COR which is necessary to approve or disapprove the proposed replacement. The KO and COR shall evaluate such requests and notify the Contractor of approval or disapproval thereof in writing within five days of receipt of the replacement documentation.

2.1.4 Program Manager: The PM shall act as a central point of contact with the KO / COR. The PM will not be required to be on duty on site at all times, but shall be available on call 24 hours a day, seven days a week, 365 days a year. The PM shall be required to attend briefings, meetings, conferences and shall be authorized and empowered to act on behalf of the Contractor. When the PM is absent for any reason, an alternate shall be designated to act on behalf of the PM and shall have the same authority as the PM.

2.1.4.1 Program Manager Qualifications: The PM shall possess the following qualifications.

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

b. Minimum U.S. four-year college degree in business or equivalent degree

c. Shall have a minimum of three years experience managing administrative support services.

d. Shall be bilingual – English/Spanish writing, speaking, reading. English Level IV and Spanish no less than Level II.

e. Shall have competent ability to use Microsoft Office Applications.

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

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

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

2.2.3 Unless otherwise specified, all contractor personnel shall have a good working knowledge and use of the English and Spanish language equivalent to a Level II. The COR or KO shall be provided proof of proficiency upon

request. Removal of Contractor personnel under this contract may be requested by the KO if the contractor is not compliant with this requirement.

3.0 Administrative Support Services: The contractor shall provide all resources necessary to include but not limited to management, oversight, labor, and materials to plan, schedule, coordinate and ensure the effective and economical performance of all services specified herein to provide administrative, technical, and administrative management services to support the USMILGP mission and deployed teams in Bogota, Colombia and outlying areas as identified by the USMILGP Commander. The contractor shall be responsible for the supervision of their personnel, payments of employees' salaries, workers compensation insurance, taxes, and other legal requirements as mandated by the Government of Colombia for providing the services.

3.1 The contractor shall provide employees, who are fully qualified, possess the training, skills, and experience necessary to satisfactorily perform the required services without the direct supervision of the Government. The contractor shall be responsible for providing an adequate number of personnel to meet the Government's needs. Therefore, the contractor should anticipate the need to increase and decrease personnel as necessary to meet unforeseen increases and decreases in workload.

3.1.1 Secretaries, administrative clerks and administrative assistants shall be able to type a minimum of 45 words per minute.

3.1.2 Language Proficiency: Except as specifically stated in the PWS, all administrative support positions require Level II English and Level IV Spanish (or native speaker) speaking, writing and reading capability.

3.1.3 Travel: The Government will reimburse temporary travel and duty (TDY) costs incurred by Contractor personnel based on the Travel provisions in this PWS under Para 9.4 when travel is at the written direction of the Government. Estimated number of trips per year is five. Each TDY trip is estimated to be for five days for one personnel. Projected TDY areas include but are not limited to Cartagena (2 trips), U.S. – Miami, Florida (3 trips). Other areas will be identified as the requirement arises.

3.2 Administrative Assistant/Secretarial Services

Functions include, but are not limited to administrative procedures and use of systems such as Microsoft Office (Word, Excel, Access, and Power Point), managing files, answering telephones, record control, and other administrative activities. Contractor personnel must be proficient in general office duties and in the operation and maintenance of general office equipment such as facsimile machines, desktop computers, scanners, multi-line telephones, general file maintenance, and data entry. Personnel must be able to interpret standard operating policies; exercise independent judgment in the resolution of administrative problems and must be able to prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media. Personnel shall ensure that documents are proofread, that documents are complete and corrections made. Functions include gathering and compiling information as requested to support the Mission assigned to. They shall be responsible for preparing reports and documents as necessary and process a variety of Temporary Duty (TDY), Invitational Travel Orders (ITO's) and General Travel Requests (GTR´s) for U.S. Personnel and Colombian Military personnel. Contractor personnel shall arrange airline travel, hotel reservations and all of the necessary arrangements to ensure minimal delays in travel of U.S. Personnel and Colombian Military personnel. Contractor personnel shall be proficient in the preparation of all supporting documents for U.S. passports, visas, and shall prepare diplomatic notes to the Ministry of Foreign Relations for official U.S. personnel accreditations. Personnel shall maintain departmental, personnel, and administrative personnel records and process and update daily status reports for all personnel assigned to missions. Contractor personnel shall schedule meetings, conferences, seminars, and arrange appointments for the Mission Chief and staff. They must prepare and submit Human Rights vetting requests to the Embassy for Colombian military and civilian personnel. They shall inventory, order, and maintain office supplies, screen and distribute incoming correspondence, composes routine letters and replies based on general instructions. Contractor personnel will greet visitors and answer the telephone; take messages and reply to questions in accordance with general instructions. They must schedule meetings and arrange appointments as requested and may be required to translate basic documents from Spanish to English and perform other administrative functions as required.

3.2.1 Qualifications and Experience: Shall have at a minimum, a high school diploma or Colombian Equivalent and two years work experience (will not be waived) in related field.

3.3 Voucher Examiner Services

Functions include, but are not limited to administrative procedures and systems such as Microsoft Office (Word, Excel, Access and Power Point). Examine vouchers for travel, contracts, leases and other requirements applying various regulations involving requests for payments. Use a computerized financial management database to effect and record financial transactions and maintain control of payments. Apply internal control procedures to ensure timely and accurate processing of all payments. Apply a good general knowledge of the Financial Management System; examine allotment accounting records to check accuracy of financial data on documents, existence of obligation, availability of funds in such obligation. Problems discovered during this process are discussed with appropriate officials and resolved prior before processing payment. Examine difficult and complex vouchers involving the purchase of goods and service, by contract; use of real property by leases; complex travel itinerary; and other payments such as petty cash disbursements. Relative to contracts and leases, maintain official signed copies which serve as legal documents supporting disbursement actions. Interpret operating policies, prepare reports, records and other related documents to maintain accountability of payments. Analyze invoices, review vouchers and support documents for accuracy, compliance with regulations and entitlements. Process a variety of TDY and Permanent Change of Station (PCS) claims for civilian and military personnel. Examine and compute commercial account payments in accordance with applicable statutory and regulatory guidelines. Responsible for processing payments for cooperative funding agreements and advance payments. Pre validate obligations for all citation of funds. Responsible for identifying late payments of invoices, modification of contracts and receiving reports before processing payments. Provide technical guidance on payment procedures. Responsible for researching historical claims and entitlement regulations. Make frequent contacts and vigorously pursue with procurement personnel, tenants, landlords/agents, vendors etc., to ascertain specific nature of transaction, e.g., whether work order is modification or maintenance and extent of liability under the lease, whether special provision involving taxes should be invoked for particular tenant, etc. Interpret applicable provisions of the lease and determine whether payment is appropriate, legal, and justified. Establish control mechanisms for leases to ensure payments are made as specified (time, place, currency, etc.) to avoid penalty or to take advantage of discounts if applicable. Responsible for payments of construction projects, TV systems, telecommunication systems, major purchase of goods and services, education for dependents and other less complex contracts. Confer with project managers and vendors to ascertain job completion and by application of contract provisions determine appropriateness of payment request and record and effect appropriate documentation. May advise contractor of failure to meet requirement for payment and request revised payment invoice. Examine international travel vouchers and ascertain that travel was in accordance with travel orders, calculate per diem due the traveler including those of family members in accordance with applicable travel regulations.

3.3.1 Qualifications and Experience: Shall have a minimum of two years of Associate Degree or the Colombian Education Equivalent and three years work experience in related field. The education requirement may be waived based on a combination of the individual's level of continuing education (working towards Associates degree) or the type and length of previous work experience.

3.4 Administrative Assistant/Procurement/Contracting Support Services

Functions include, but are not limited to administrative procedures and systems such as Microsoft Office (Word, Excel, Access, and Power Point), managing files, answering telephones, record control, and other administrative activities. Proficient in general office duties: facsimile, computer knowledge, scanners, multi-line phones, filing, data entry, and general office maintenance. Interpret operating policies; exercise independent judgment in the resolution of administrative problems. Receive PR&Cs, maintain and update database as required. Prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media; proofread completed materials and make corrections. Gather and compile information as requested and prepare related reports or documents. Provide telecommunication support for all USMILGP cell phones and avantel phones. Place orders, keep track of communication bills and accounts. Issue and account for all cell and avantel phone equipment and accessories. Review contract requirements, prepare and issue solicitations, review contractor

quotes/offers. Prepare purchase orders or proposed agreements for contracting officer review. Analyze contracts and utilize various contract regulations. Apply internal control procedures to ensure timely and accurate processing of all contracts. Ensure contracts are distributed in a timely manner and are filed correctly. Maintain active contract and inactive contract (closed) files to ensure timely closeout and destruction IAW regulatory guidance. Perform other administrative/contracting functions as required.

3.4.1 Qualifications and Experience: Shall have a minimum of an Associate Degree or the Colombian Education Equivalent in business related studies and three years work experience in related field. The education requirement may be waived based on a combination of the individual's level of continuing education (working towards Associates degree) or the type and length of previous work experience.

3.5 Administrative Support for Visas and Passports

Functions include, but are not limited to administrative procedures and systems such as Microsoft Office (Word, Excel, Access, and Power Point), managing files, answering telephones, record control, and other administrative activities. Proficient in general office duties: fax, computer knowledge, scanners, multi-line phones, filing, data entry, and general office maintenance. Interprets operating policies; exercises independent judgment in the resolution of administrative problems. Prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media; proofreads completed materials and makes corrections. Gather and compile information as requested; prepare related reports or documents. Process visa and passport requests for all personnel in the USMILGP. Serve as a liaison and representative between the USMILGP and the Embassy on all customs issues. Maintain and organize files, record control, and other administrative activities. Interpret operating policies; exercise independent judgment in the resolution of administrative problems**.** Perform other administrative functions as required.

3.5.1 Qualifications and Experience: Shall have a minimum of an Associate Degree or the Colombian Education Equivalent and three years work experience in related field. The education requirement may be waived based on a combination of the individual's level of continuing education (working towards Associates degree) or the type and length of previous work experience.

3.6 Administrative Support for Mail and Distribution

Functions include, but are not limited to administrative procedures and systems such as Microsoft Office (Word, Excel, Access, and Power Point), managing files, answering telephones, record control, and other administrative activities. Proficient in general office duties: fax, computer knowledge, scanners, multi-line phones, filing, data entry, and general office maintenance. Interprets operating policies; exercises independent judgment in the resolution of administrative problems. Prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media; proofreads completed materials and makes corrections. Gather and compile information as requested; prepares related reports or documents. Provide daily mail operations including mail processing, preparation for delivery and pick-up, receiving, and sorting. Distribute office mail to the appropriate staff members and missions upon receipt from the Embassy mailroom. Distribute and collect department mail. Maintain records and accountability on postage, registration of mail and packages. Perform other administrative functions as required.

3.6.1 Qualifications and Experience: Shall have a minimum of an Associate Degree or the Colombian Education Equivalent and three years work experience in related field. The education requirement may be waived based on a combination of the individual's level of continuing education (working towards Associates degree) or the type and length of previous work experience. Must be able to lift at least 70 pounds.

3.7 Administrative Support for Travel

Functions include, but are not limited to administrative procedures and systems such as Microsoft Office (Word, Excel, Access, and Power Point), managing files, answering telephones, record control, and other administrative activities. Proficient in general office duties: fax, computer knowledge, scanners, multi-line phones, filing, data entry, and general office maintenance. Interprets operating policies; exercises independent judgment in

the resolution of administrative problems. Prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media; proofreads completed materials and makes corrections. Gather and compile information as requested; prepares related reports or documents. Prepare and arrange airline, hotel reservation and all necessary travel arrangements for USMILGP and host nation personnel. Monitor and track barter tickers with various airlines. Prepare and review vouchers to pay bank credit card. Assign documents numbers and maintain suspense files for all travel documents. Perform other administrative functions as required.

3.7.1 Qualifications and Experience: Shall have a minimum of an Associate Degree or the Colombian Education Equivalent and three years work experience in related field. The education requirement may be waived based on a combination of the individual's level of continuing education (working towards Associates degree) or the type and length of previous work experience.

3.8 Executive Administrative Assistant/Secretarial Services

Functions include, but are not limited to administrative procedures and use of systems such as Microsoft Office (Word, Excel, Access, and Power Point), managing files, answering telephones, record control, and other administrative activities. Proficient in general office duties and in the operation and maintenance of general office equipment such as facsimile machines, desktop computers, scanners, multi-line telephones, general file maintenance, and data entry. Interpret standard operating policies. Exercise independent judgment in the resolution of administrative problems. Prepare letters, reports, records and other related documents from rough drafts, corrected copy, or recorded media. Proof read so that documents are complete and corrections are made. Functions include gathering and compiling information as requested to support the Mission assigned to. Responsible for preparing reports and documents as necessary and process a variety of Temporary Duty (TDY), Invitational Travel Orders (ITO's) and General Travel Requests (GTR´s) for U.S. Personnel and Colombian Military personnel. Arrange airline travel, hotel reservations and all of the necessary arrangements to ensure minimal delays in travel of U.S. Personnel and Colombian Military personnel. Prepare supporting documents for U.S. passports, visas. Prepare diplomatic notes to the Ministry of Foreign Relations for official U.S. personnel accreditations. Maintain departmental, personnel, and administrative personnel records and process and update daily status reports for all personnel assigned to missions. Schedule meetings, conferences, seminars, and arrange appointments for the Mission Chief and staff. Prepare and submit Human Rights vetting requests to the Embassy for Colombian military and civilian personnel. Inventory, order, and maintain office supplies, screen and distribute incoming correspondence, compose routine letters and replies based on general instructions. Greet visitors and answer the telephone; take messages and reply to questions in accordance with general instructions. Schedule meetings and arrange appointments as requested and translate documents from Spanish to English and English to Spanish. Assist Mission Chief/staff that they are assigned to. Properly write memorandum for records/official letter/etc. for signature. Receive/distribute all mail/correspondence for entire mission. Properly maintain Mission Chief/staff agenda. Provide support on various personnel functions/reports, etc. as required.

3.8.1 Qualifications and Experience: Shall have at a minimum, an Associate Degree or Colombian Equivalent and two years work experience in related field (will not be waived). Require Level III Speaking, Writing and Reading in English and Level IV Speaking, Writing and Reading in Spanish (or native Spanish speaker).

4.0 Government Furnished Property (GFP), Equipment (GFE) and Services (GFS)

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

4.2 The Government shall provide office furniture, office automation, telephones for the administrative support contractor personnel. It is the responsibility of the contractor to notify the Government of any additional equipment necessary to perform the functions of this contract.

5.0 Special Contract Requirements

5.1 **RSO Background Checks:** The Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, chamber of commerce documents, etc). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases, if required in their jobs. The KO retains the right to exclude any employee/subcontractor from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict interest.

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

5.2 The contractor and, as applicable, subcontractor shall not employ individuals for work on this contract if such individual is identified as a potential threat to the health, safety, security, general well being or operational mission of the Government of Colombia the military installation and the country's population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor and subcontractor personnel who do not consent to a background check will be denied access to Colombian Military or Government installations and will not be utilized by the USMILGP-Bogota. Information required to conduct a background check includes: full name, driver's license number, and/or social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property.

5.3 Contractors shall ensure their employees and those of their subcontracts have the proper credentials and visas allowing them to work in the Republic of Colombia. Persons later found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities.

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

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

5.6 The Contractor shall not be relieved from the responsibility of performing the requirements of this contract due to any employee-induced strike, medical or other labor reason. The Contractor shall not allow any employee who is under the influence of alcohol, drugs, or other incapacitating or mental/physical-impairing agent to perform work. The Contractor shall comply with all local labor and safety laws, and contractor internal company policies.

5.7 The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this policy. Further, nothing in this instruction shall excuse the Contractor from proceeding with the performance of the contract as required.

5.8 **Rules and Regulations:** The Contractor will adhere to Host Nation Rules, to include safety requirements and customs when operating OCONUS. If no applicable Host Nation Rules and regulations are available, the Contractor will adhere to U.S. regulations and requirements. The Contractor shall abide by all Host Nation or Government rules, regulations, laws, directives and requirements which are issued during the contract term relating

to law and order, labor, administration, and security on and off the installation. Violation of such rules, regulation, laws, directives or requirements shall be grounds for removal (permanent or temporary as the Government determines) from the work site. The contractor will conduct all operations and processes in accordance with the Occupational Safety and Health (OSHA) administration regulatory guidance or local safety and health mandates; if there is a conflict the most stringent standard will apply. The rules and regulations of the installation where the services are performed shall apply to contractor personnel while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian Security police direction in instances where security police have been dispatched to a particular location.

5.8.1 The rules and regulations of the installation where services are performed shall apply to the contractor and his employees/subcontractors while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian security police direction in instances where security police have been dispatched to a particular location.

5.8.2 The Contractor shall ensure that all employees/subcontractors have the required access badges for all work places such as the Embassy, CAN, CATAM, and other areas as identified by the KO or COR. Contractor shall provide the KO and COR with the results of all RSO checks.

5.9 Insurance: All insurances required by the Government of Colombia to operate within the country shall be obtained and maintained as required by the Government of Colombia.

a. Worker's Compensation and Employers Liability Insurance as required by law except that if the contract is to be performed in a country which does not require or permit private insurance, then compliance with the statutory or administrative requirements for the Country of Colombia. The required Worker's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit as required by the Government of Colombia.

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

5.10 Payment of Wages/Salaries: The contractor shall be responsible for payment of all employee salaries, vacations, social security, medical insurance, family subsistence and all other entitlements required by Colombian labor laws. At a minimum, the Contractor shall adhere to applicable wages established by the GOC. Additionally, the Contractor will make a good faith attempt to provide reasonable wages to maintain stability in the workforce for critical positions.

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

5.11.1 The U.S. Government will not provide maintenance or fuel for Contractor vehicles.

5.11.2 The Contractor shall ensure that all employees and subcontractor employees have the required access badges for all work places such as the Embassy, CAN, CATAM, and other areas as identified by the KO or by the COR. Contractor shall provide the KO and COR with the results of all RSO checks.

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

5.11.4 Any pass will be surrendered to US or Colombian Security Forces upon demand to positively identify a person's need to be on Colombian Military Installation or the grounds of the US Embassy, Bogota, Colombia, or other facilities based on duty location.

6.0 Contractor Planning and Reporting

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

a.	Overall Management and Staffing Plan	Submit with the proposal. Final plan to be submitted within 15 days of contract award.
b.	Quality Control Plan	Submit within 30 days of contract award.
c.	Training Plan	Submit within 30 days of contract award
d.	Safety Plan	Submit within 30 days of contract award
e.	SOPs	Submit within 60 days of contract award
f.	All other plans/reports identified elsewhere in the PWS	Submit as required

6.2 Overall Management and Staffing Plan: The Contractor shall provide and discuss an overall management plan for all programs and services that will be followed during contract performance. The plan shall include a comprehensive Staffing Plan and organizational chart, the number of personnel assigned (indicate if full-time or part-time) and their authority/responsibility and functions. The plan shall identify how personnel will be staffed for all functions identified in the PWS and provide a detailed narrative explanation with supporting documentation in the form of tables, charts or any other form of support that fully explains and justifies each position and the basis upon which the proposed staffing was determined. The basis of providing staffing must conform to the workload stated in the PWS. Describe methods and procedures, if any, for cross-utilization of assigned personnel within and between functional areas. The initial plan shall be submitted with the proposal. The final plan shall be provided to the COR and KO within fifteen (15) days of contract award. The plan shall be updated as needed and a copy provided to the COR and KO before implementation.

6.3 Quality Control Plan. The Contractor shall develop, implement and maintain a Quality Control Plan (QCP) and program to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. For purposes of this contract, QCP standards are commonly-accepted U.S. industry standards and practices, U.S. and local laws, and Military regulations unless otherwise specified. In the event of a conflict, the contractor shall follow the more restrictive guidance unless directed differently by the KO/COR. The plan shall clearly define procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques for contracted services. Surveillance methods shall be comprehensive and adaptable to the reporting systems of the Quality Control Plan. The QCP shall address at a minimum:

a. Internal work performance standards

b. Overall project management and administration

c. Overall financial management, including accuracy of cost control data and reporting procedures

d. Personnel management

e. Property utilization, maintenance, accountability and overall property management.

f. Data collection and other documentation, including document flow and control of associated files.

6.4 Training Plan: The Contractor shall develop a Training Plan that outlines training requirements to accomplish the work stated in the PWS. The training plan will discuss how the offeror will initially acquire and sustain the level of training required to perform the required services. The training plan shall be updated yearly thereafter, as a minimum.

6.5 Safety Plan: The Contractor shall comply with all applicable US and Colombian safety, health and environmental regulations. In addition, the Contractor shall implement and maintain a safety program for preventing accidents and preserving the life and health of Contractor personnel and a safety program for U.S. Government personnel involved in the performance or administration of the contract. The Contractor's safety program shall be in accordance with AR 385-10 and other applicable regulations.

6.6 Internal/External Standard Operating Procedures (SOPs) and Reports

6.6.1 SOPs: The Contractor shall develop, maintain, and implement internal and external Standard Operating Procedures (SOPs), manuals, and/or user guides for all support areas described in the PWS. These internal operating manuals/plans or external customer support guides shall contain processes and controls by which the Contractor shall accomplish functions and associated tasks and describe how the customer should coordinate to receive support.

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

6.6.3 Reports: The Contractor shall provide weekly, monthly, quarterly, and annual reports as directed by the U.S. Government in the agreed format (U.S. Government or contractor). These reports shall include but are not limited to the following:

Item No.	Report Title	Frequency	Submit to
01	Situation Report to include all PWS areas	Monthly	COR and KO
02	Overtime	Monthly	COR and KO
03	Employment/Personnel Roster/Report	Monthly	COR and KO
04	Accident Report	As Required	COR and KO
05	Other Reports as Required by the COR/KO	As Required	COR/KO

6.6.4 Accident Reporting. The Contractor shall maintain an accurate record of accidents resulting in injury or death and accidents resulting in damage to Government property, supplies, and equipment. The Contractor shall provide immediate verbal notification of any accident/incident to the COR. A subsequent written report to include all details of the accident/incident shall be submitted to the COR and KO within 24 hours of the incident. The Contractor may refer to AR 385-40, *Accident Reporting and Records* for contents and guidance on preparation of the report.

6.6.5 Cost Performance Report (CPR): The contractor shall submit, within 10 workdays of the end of the prior month, a monthly CPR that identifies the: (1) grand total contract award amount for the current initial or option year, (2) the total contract award amount for each contract line item for the current initial or option year, (3) total contract budget amount for the year, (4) total contract line items' budget amount for the year, (5) total contract budget by month, (6) total contract line items' budget amount by month, (7) actual costs incurred and (8) cumulative actual costs incurred costs for the month for each contract line item. This CPR shall identify costs by each element of the work breakdown structure. Also, the Government may, from time-to-time, request to have functional reporting

accomplished for specific work sub-tasks within a functional area. These sub-tasks will be identified at the time and the KO/COR will require the contractor to provide cost performance data, as necessary.

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

6.6.7 The Contractor shall update all plans and procedural documents as changes occur. Updates shall be provided to the Government three days prior to the effective date of the change.

7.0 Miscellaneous Administrative Information

7.1 Normal Hours of Operation:

7.1.1 Contractor's duty hours shall be 48 hours a week, Monday through Friday. Regular duty hours shall be 0700 to 1800 Monday through Friday with an hour for lunch and two 12-minute breaks, one in the morning and one in the afternoon.

7.2 Overtime Hours: The Contractor may be required to work overtime during other than regular duty hours on a 24-hour basis when emergencies occur and to perform high priority missions as approved by the KO/COR. Contractor shall obtain prior approval from the COR or KO if there is a requirement for overtime. Overtime without prior approval from the COR or KO will not be reimbursed. Contractor employees shall be compensated for overtime and holidays worked in accordance with the Colombian labor laws.

7.3 Holidays: The Contractor shall follow the same holiday schedule as the US Embassy, Bogota. The KO shall issue a letter advising the contractor of the holiday schedule for a particular year. The initial list will be provided upon contract award. See Exhibit A for the list of holidays observed.

7.4 Travel. Travel outside of Bogota and throughout and out of Colombia may be required during the performance of this contract. Travel may be required after normal duty hours, including week-ends. Travel under this contract shall be accomplished IAW the U.S. Joint Federal Travel Regulation (JFTR). The Contractor shall plan for and request temporary duty (TDY) trips. All travel requests shall be approved by the COR prior to travel. Any travel cost incurred without prior COR approval shall not be reimbursed. For travel within Colombia, the contractor shall be reimbursed for actual travel cost incurred Not-to-Exceed 65% of the official published JFTR per diem rates for lodging, meals and incidental expenses. The Contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls, and other official expenses related to the TDY support. Reimbursement of actual costs incurred shall not include G&A, Overhead or Profit. Contractor shall notify the COR and KO when 75% of the NTE amount is expended.

7.4.1 There may be instances when actual travel cost within Colombia exceeds 65% of the official published JFTR per diem rates. In these cases, the contractor shall request COR approval prior to travel. Any excess cost incurred without prior COR approval shall not be reimbursed. In no case will the reimbursement be over the maximum per diem rate per the JFTR.

7.5 Performance Status Review (PSR). The Contractor shall participate in a PSR meeting, as determined by the KO. These meetings will be convened by the KO or his or her designated representative, and the Contractor's Program Manager. The agenda for each PSR will be jointly developed by the Government and the Contractor, and will cover the following topics, at a minimum: (1) status of work schedules and problems, (2) financial status, including cost, projected manpower and funding requirements, (3) Contractor's Quality Control Inspections, (4) special interest items, (5) program management issues, and, (6) other information requested by the Contracting

Officer. The Contractor shall be responsible for preparing all audio/visual materials, graphics, and formal handouts. The Contractor shall prepare the minutes, obtain KO and COR signatures and distribute copies of the minutes within five days of the PSR. The first PSR shall be held not later than the fifteenth workday after the contract start date. The primary purpose of the first PSR is to obtain status of all phase-in activities and phase-in cost performance, and to familiarize both Contractor and Government personnel with the PSR content and format. This will enable PSR structural deficiencies to be identified and corrective actions to be made prior to contract performance.

7.5.1 The COR shall schedule meetings with the Contractor as needed. The Contractor shall prepare and distribute a signed report of each meeting to the COR within five working days after the meeting.

7.6 Records/Data: The Contractor shall maintain all files and records applicable to the performance of the contract in accordance with AR 25-400-2 and SOUTHCOM regulations. The Contractor shall allow the KO/COR access to all Contractors generated or maintained records, files, reports and data relating to performance of this contract. All records, files, reports and data deemed proprietary by the contractor shall be clearly marked with such classification.

7.6.1 All information and reports disclosed to the contractor related to activities in performance of this PWS will be considered sensitive and may be revealed only to the KO, COR, or appointed representative as described in this PWS. Any and all reports, equipment purchased using U.S. Government funds, drawings, plans, specifications, and related documents prepared or developed by Contractor in connection with services provided under this scope of work shall become property of the U.S. government. All official communication related to this scope of work shall be through the KO.

7.6.2 Disclosure of Information. Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this PWS would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained under performance of this PWS, except to authorize Government personnel upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as, specified in this PWS.

7.6.3 Files. The Contractor shall maintain complete and accurate files of documentation, records, and reports required under the terms of this contract, IAW AR 25-400-2, The Army Records Information Management System. The Contractor shall not allow access to the files by any Government agency, non-Governmental agency, or individual unless specifically authorized by the Contracting Officer. Files shall be made available to the KO or COR upon request.

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

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

8.0 Other Contractor Responsibilities:

8.1 The contractor shall provide transportation for all contractor employees, as required, to enable them to access facilities where services are required. The U.S. Government shall not be responsible and shall not be charged separately for cost incurred.

8.2 Cell Phones: The Contractor shall provide cell phones to all key personnel.

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

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

8.5 The Contractor shall furnish the name, telephone number and address of key personnel to be contacted during other than normal duty hours for emergency response. This list shall be provided to the COR and KO five days after the start of the phase-in period.

9.0 **Additional Contractor Instructions:**

9.1 Within fifteen (15) days of contract award, the Contractor shall submit his/her final staffing plan of key and relevant personnel outlining qualifying skill sets, experiences and certifications. Key and relevant positions are defined in Para 2.1 Key Personnel.

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

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

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

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

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

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

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

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

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

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

Contractor must be capable of providing flexible, responsive, and high quality management, systems analysis, special operations and technical support relating to the requirements as set forth in this PWS. The Contractor's technical effort shall be under the direction of the Program Manager (PM). The PM shall provide the overall management of program, personnel, planning, quality control, direction, coordination, and reviews necessary to ensure effective contract performance. The PM and other Contractor personnel shall participate in integrated process teams as required.

10.3.2 The Contractor shall ensure that adequate technical capability is available to provide responses to specific tasks during a 48 hour work week. The Contractor may be required to provide labor hours in excess of 48 hours per work week to include holidays, weekends, and/or during irregular times and shifts based upon mission operations and exercises. If required, the Contractor shall provide services and support 24 hours a day/7 days per week as directed by the KO and/or COR. It is the Contractor's responsibility to provide and maintain a state of the art trained workforce capable of providing the services specified in the PWS under this contract and or specified in the TOs. All related training, education, certification courses, and other similar events are the financial responsibility of the Contractor, except as otherwise specified in individual TOs. Task priorities, short notice suspenses, operational constraints, and other potential impacts shall be managed so as to maintain scheduled requirements on all TOs. Further requirements for personnel qualifications are set forth in the PWS. Additionally, it is the responsibility of the Contractor Management to ensure that all normal work periods are covered in the most cost efficient way possible. Overtime shall be an exception, not a norm. To ensure compliance, the COR and/or KO may review/challenge staffing procedures to evaluate Contractor compliance.

10.3.3 The Contractor shall assume total performance responsibility for work performed and data delivered under this PWS, shall ensure proper management of subcontractors through analysis, critique, and assessment of the adequacy, timeliness and cost effectiveness of work performed. The Contractor shall coordinate management efforts with Government personnel as required. The Contractor shall provide reports to support Government oversight. The Contractor shall identify issues and formulate and provide alternatives for issue resolution.

10.3.4 Performance Requirements Summary (PRS)

PERFORMANCE REQUIREMENTS SUMMARY Administrative Support Services				
PWS Reference	**Performance Objective**	**Performance Standard**	**Acceptable Quality Level**	**Monitoring Method**
Para 2.0	Program Management	Establish all management, human resources, supervision, training, certification etc. required to fully implement and comply with all the terms and conditions of this contract	95% compliance required	COR Surveillance; Periodic inspection; Customer input
Para 2.2	Training/Certification Personnel	Provide a workforce that possesses the training, skills, licenses, clearances, certifications, and experience required to satisfactorily perform the services and operate the equipment required by this contract,	95% compliance required	COR Surveillance; Periodic inspection; Customer input
Para 3.0 – 5.8.1	Provide various administrative support services	Administrative support services provided IAW the functions described in the PWS	98% compliance required	COR Surveillance; Periodic inspection; Customer input
Para 6.6.3 – 6.6.6	Reports	Submit reports within specified time frame	95% compliance required	COR Surveillance; Periodic inspection
Para6.6.4	Accident Reporting	Report accidents IAW USMILGP procedures, AR 385-40. Immediate verbal notification and written report within 24 hours of the incident	100% compliance required	COR Surveillance; Periodic inspection

Note to Contractor – Any single non-compliant action occurring three times or an accumulation of three non-compliant actions across the PWS may result in a CURE NOTICE being sent.

REMEDY: Poor performance results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2012 TO 28-FEB-2013	N/A	USMILGP COLOMBIA - RMO HILARY O'GORMAN CRA. 45 # 24B-27 BOGOTA 383-3866 FOB: Destination	WF7LKT
0002	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0008	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0009	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0010	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0011	POP 01-MAR-2012 TO 28-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1001	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1002	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1003	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1004	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

1005	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1006	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1007	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1008	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1009	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1010	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1011	POP 01-MAR-2013 TO 28-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2001	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2002	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2003	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2004	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2005	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2006	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2007	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2008	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2009	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2010	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2011	POP 01-MAR-2014 TO 28-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-17	Government Delay Of Work	APR 1984
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.212-7000	Offeror Representations and Certifications- Commercial Items	JUN 2005
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

(End of provision)

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

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

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

ADDITIONAL INSTRUCTIONS AND INFORMATION:

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

a. Submit complete proposal packages and past performance questionnaires to:

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

OR

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

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

Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil
annabelle.miller@us.army.mil
Commercial: 011-571-383-4227
DSN: 294-9000 (wait for dial tone, then) 8-879-4227

Alternate:

Robert R. DeVisser
robert.devisser@tcsc.southcom.mil
robert.devisser@us.army.mil
Commercial: 011-571-383-4228
DSN: 294-9000 (wait for dial tone, then) 8-879-4228

c. The Government is not responsible for lost or mishandled packages or late deliveries. Offerors are cautioned to allow sufficient time for timely receipt of proposals. Offerors that intend to hand deliver proposals must notify Annabelle F. Miller five calendar days prior to the closing date to coordinate acceptance and delivery. The Government reserves the right to extend the notification deadline of the solicitation up to the date proposals are initially due.

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

e. Proposal shall be submitted in three separate volumes labeled Volume I - Technical, Volume II – Past Performance, and Volume III - Price. In addition, a sanitized version (remove references to company name) will be provided for the Technical Proposal, Volume 1. Volumes I and II shall not exceed **50 pages total,** front and back (including attachments, appendices and addendums) and shall be limited to Arial or Times New Roman 12-point font size for all text, and a minimum of one inch margin on all four sides. Each paragraph shall be separated by at least one blank line. Offerors shall provide (1) paper hard copy of Volumes I and II and one electronic copy via email prepared in Microsoft application programs (i.e., Word and/or Excel only) or electronic copy on compact diskettes (CDs). The Government prefers that the electronic copy of the completed proposal be submitted on one or more CDs. Proposals submitted electronically do not relinquish the Offeror's responsibility for providing a hard copy of the complete proposal. All electronic copies of Volumes I and II shall exactly match the hard copy. If there are any discrepancies between the electronic and the hard copy (paper) version submitted in response to the RFP, the hardcopy version will take precedence.

f. Minimum Proposal Acceptance Period. The proposal acceptance period is 180 days. The Offeror shall make a clear statement in its Proposal Documentation Volume III that the proposal is valid for a period of not less than180 days from receipt of offers.

2. Proposal Files

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

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

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

(1) Volume I - Technical. The technical proposal shall contain one binder which addresses the technical portion of the proposal, specific and complete in every detail. Each evaluation factor shall be included in a separate section and tabbed accordingly. Volume I should be clearly numbered so that revised pages, if needed, may be substituted in the correct section. All data relating to a particular topic should be included in that section, even if it is duplicative of another evaluation factor, as each evaluation factor will be rated individually. The Technical Proposal shall be organized in accordance with the following evaluation sub-factors:

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

(b) Section 2 Overall Management and Staffing Plan

(2) Volume II – Past Performance Information. The Offeror will submit a list of at least three, but not to exceed five relevant contracts and/or subcontracts completed within the last three years (if any), and all related contracts and subcontracts currently in process (if any). The contracts listed may include those with the public or private sector. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable), in alphabetical order. For each listed contract and/or subcontract, the offeror will provide the following information:

(a) Section 1 – Contract Descriptions

(b) Section 2 – Performance

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

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

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

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

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

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

DFARS 252.212-7000 Oferror Representations and Certifications – Commercial Items

FAR 52.209-5 Certification Regarding Responsibility Matters

(d) Section 4 Offerors shall include in their proposals a statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

(e) Section 5 Financial Capability Information/Documentation: Offeror shall submit information and evidence of financial capability i.e., financial statements, bank confirmation of accounts, bank letters of credit. The information will be reviewed to ensure that the offeror has the financial capability to perform the contract given the magnitude of the proposed work. This element of financial capability is part of overall contractor responsibility. Offerors must be considered responsible to be eligible for awards.

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

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

a. Technical

b. Past Performance

c. Price

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

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

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

(End of provision)

ADDENDUM TO FAR 52.212- 2 EVALUATION – COMMERCIAL ITEMS

A. BASIS OF AWARD

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

2. In accordance with FAR Clause 52.212-2, Evaluation – Commercial Items, award will be made to the responsible offeror whose proposal conforms to the solicitation, meets the Government's requirements and offers the best value to the Government from a lowest price, technically acceptable (LPTA) standpoint. Appropriate consideration shall be given to three (3) evaluation factors: Technical Acceptability, Past Performance and Price.

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

B. FACTORS AND SUB-FACTORS TO BE EVALUATED

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

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

a. Sub-factor 1 Offeror’s Capability and Technical Approach

The offeror shall describe the company’s capabilities and the offeror’s methods and technical approach to meeting the PWS requirements in a timely and acceptable manner.

b. Sub-factor 2 Overall Management and Staffing Plan

The offeror will provide and discuss an overall management plan for all programs and services that will be followed during contract performance. The plan shall include a comprehensive Staffing Plan and organizational chart, the number of personnel assigned (indicate if full-time or part-time) and their authority/responsibility and functions. The plan shall identify how personnel will be staffed for all functions identified in the PWS and provide a detailed narrative explanation with supporting documentation in the form of tables, charts or any other form of support that fully explains and justifies each position and the basis upon which the proposed staffing was determined. The basis of providing staffing must conform to the workload stated in the PWS. The contractor shall clearly address all of the above elements in order for the proposal to be considered technically acceptable.

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

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

(b) Contractor Performance. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offeror’s past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Responses to the past performance questionnaire in the following areas will be considered in evaluating past performance information.

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

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

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

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

(5) A respect of stewardship of Government funds

c. In addition to the Past Performance Questionnaire, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) or Contract Performance Assessment Reporting System (CPARS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s) and any other known sources not provided by the Offeror.

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 a proposal from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). The Government will award contracts to offerors whose technically acceptable proposal represents the lowest price to the Government.

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

C. EVALUATION APPROACH

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

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

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

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

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

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2011)

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

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

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

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

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

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

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

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

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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 on the Online Representations and Certifications Application (ORCA) website.

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

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

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

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

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

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

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

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:_____ .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(List as necessary)

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

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

Canadian End Products:

Line Item No.
_____
_____
_____

[List as necessary]

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

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

Canadian or Israeli End Products:

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

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

(List as necessary)

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products*.

Listed End Product	Listed Countriesof Origin

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

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

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

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

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

(2) ( ) Outside the United States.

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

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

(2) ( ) Outside the United States.

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

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

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

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

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

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

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

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

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

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

(3) Taxpayer Identification Number (TIN).

( ) TIN: ----------.

( ) TIN has been applied for.

( ) TIN is not required because:

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

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

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

(4) Type of organization.

( ) Sole proprietorship;

( ) Partnership;

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

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

( ) Foreign government;

( ) International organization per 26 CFR 1.6049-4;

( ) Other ----------.

(5) Common parent.

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

( ) Name and TIN of common parent:

Name ----------.
TIN ----------.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

(o) Sanctioned activities relating to Iran.

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

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2011)

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

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

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

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

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

_X__ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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

___ (7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

___ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

___ (9) 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).

___ (10) [Reserved].

___ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (12)(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.

___ (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).

___ (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (iv) Alternate III (JUL 2010) of 52.219-9.

___ (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (17)(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.

___ (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

___ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

___ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

___ (24) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

_X__ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

_X__ (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

_X__ (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

_X__ (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

_X__ (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

_X__ (30) 52.222-37, Employment Reports on Veterans (SEPT 2010) (38 U.S.C. 4212).

___ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (33) (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.)

___ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423) .

___ (ii) Alternate I (DEC 2007) of 52.223-16. .

_X__ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).

___ (37) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

_X__ (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

___ (43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_X__ (45) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (46) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

_X__ (48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (49)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

____

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

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

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

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

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

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

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

____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

____ (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

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

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

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

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

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

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

See proposal submission instructions.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Requirements contract resulting from this solicitation.

(End of provision)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the end of contract performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $320K;

(2) Any order for a combination of items in excess of $610K; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days after contract expiration.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within five (5) days before contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within five (5) days before contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

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

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

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

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

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

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

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

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

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

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

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

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

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

(iv) All personnel have received--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The Contracting Officer Representative in coordination with the Regional Security Officer and written authorization from the Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

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

(m) Personnel recovery.

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

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

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

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

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

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

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 28 February 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 28 February 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

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

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

(End of provision)

ADDENDUM

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

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

days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

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

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

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

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

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

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

www.acquisition.gov/far

(End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov/far

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (AUG 2011)

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

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

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

(1) _X__252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

(2) ___ 252.203-7003, Agency Office of the Inspector General (SEP 2010) (Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).

(3) _X__ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) ___ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(5) ___ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) ___ 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(ii) ___ Alternate I (DEC 2010) of 252.225-7001.

(7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) _X___ 252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(12))(i) ___ 252.225-7021, Trade Agreements (JUN 2011) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (SEP 2008)

(iii) ___ Alternate II (DEC 2010) of 252.225-7021.

(13) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(14) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(15)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (DEC 2010) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (JUL 2009) of 252.225-7036.

(iii) ___ Alternate II (DEC 2010) of 252.225-7036.

(iv) ___ Alternate III (DEC 2010) of 252.225-7036.

(16) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

(19) ____ 252.227-7015, Technical Data--Commercial Items (MAR 2011) (10 U.S.C. 2320).

(20) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(21) _X___ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(22) _X___ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnell (NOV 2010) (Section 1038 of Public L. 111-84).

(23) _X___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(24) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(25) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(26)____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(27)(i) _X___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ____ Alternate I (MAR 2000) of 252.247-7023.

(iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(28) _X___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(4) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-
417).

(5) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(6) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

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

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

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

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

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

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

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

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

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

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

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

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

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

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

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

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

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

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

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

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

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

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

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

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

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

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

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

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

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

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

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

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

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

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

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

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

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

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

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

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

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at http://www.dod.mil/bta/products/spot.html, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

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

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The

Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

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

(ii) The Contracting Officer Representative in coordination with the Regional Security Officer and written authorization from the Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

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

(A) Safely;

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

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

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

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

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

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

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

(1) For Army contracts: HQDA-AT; telephone DSN 222-9832 or commercial (703) 692-9832.

(2) For additional information: Assistant Secretary of Defense for Special Operations and Low-Intensity Conflict, ASD (SOLIC); telephone DSN 227-7205 or commercial (703) 697-7205.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

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

NAME OF TAX: IVA RATE (PERCENTAGE): 16 – 20%

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

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

(End of clause)

PAYMENT PROCESS

Wide Area Workflow (WAWF) Electronic Invoicing Instructions

Contractor shall submit payment request using the following method (s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

_X_ Wide Area Workflow (WAWF) (see instructions below)

DFAS POC and Phone: Customer Service @ 1-800-553-0527

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt / Acceptance documents electronically. Contractors using WAWF shall (i) register to use WAWF-RA at https://wawf.eb.mil, and (ii) ensure an electronic business Point of Contract (POC) is designated in the Central Contractor Registration site at http://www.ccr.gov within ten (10) calendar days after award of this contract / order.

WAWF Instructions

You can easily access payment and receipt information using the DFAS web site at http://www.dfas.mil/money/vendor . Your purchase order / contact number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

_____XXXX_____ Invoices as 2-in-1

(The following information will be completed at time of award)

CAGE:

ISSUE BY DODAAC:

INSPECT BY DODAAC:

ACCEPT BY DODAAC:

SHIP TO DODAAC:

PAYMENT OFFICE FISCAL STATION CODE:

EMAIL POINTS OF CONTACT LISTING:

INSPECTOR:

RECEIVING OFFICE POC:

CONTRACT SPECIALIST:

CONTRACTING OFFICER:

LIST OF EXHIBITS
Administrative Support Services
U.S. Military Group – Colombia (USMILGP-CO)
Bogota, Colombia

Exhibit A American and Colombian Holidays

Exhibit B Past Performance Questionnaire

EXHIBIT A

AMERICAN AND COLOMBIAN HOLIDAYS
Administrative Support Services
U.S. Military Group – Colombia (USMILGP-CO)
Bogota, Colombia

American	New Year's Day
Colombian	Epiphany
American	Martin Luther King Jr's Birthday
American	President's Birthday
Colombian	St. Joseph's Day
Colombian	Holy Thursday
Colombian	Good Friday
Colombian	Labor Day
American	Memorial Day
Colombian	Ascension Day
Colombian	Corpus Christie
Colombian	Sts. Peter and Paul
American	Independence Day
Colombian	Colombian Independence Day
Colombian	Assumption Day
American	Labor Day
American	Columbus Day
American	Veterans Day
American	Thanksgiving Day
Colombian	Feast of the Immaculate Conception
American/Colombian	Christmas Day

EXHIBIT B

PAST PERFORMANCE QUESTIONNAIRE
Administrative Support Services
U.S. Military Group – Colombia (USMILGP-CO)
Bogota, Colombia

The Regional Contracting Office (RCO) – Bogota is currently evaluating competitive offers for the services described herein. You have been named as a point of contact for services previously provided by the contractor cited herein. Please provide the information requested in the questionnaire. The information you provide will become part of the source selection documentation, however your name will not be released to any of the parties. Should you have any questions concerning this request, please contact Annabelle F. Miller at Tel 011-57-1-383-4227 or 011-57-320-859-6933 or E-mail at annabelle.miller@tcsc.southcom.mil or annabelle.miller@us.army.mil

SOLICITATION: W913FT-12-T-0001 – Administrative Support Services

Brief Summary of the Requirements/Statement of Work in the current RFP being evaluated.

This Performance Work Statement (PWS) identifies administrative support services required by the USMILGP-CO. The Contractor shall provide all resources necessary to provide various administrative support services required by the USMILGP-Colombia. The Contractor shall provide fully qualified personnel who possess the training, skills, and experience to satisfactorily perform the required services. The Contractor shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.

For a more detailed description of the requirements, please refer to the solicitation posted in ASFI/FBO.

Contractor Being Evaluated:

Address:

(To be completed by person to whom questionnaire is addressed):

SECTION 1 Reference/Evaluator Information:

a. Name of person completing this questionnaire and position:

Name: _____

Tel No.: _____

Fax No: _____

E-mail: _____

Address: _____

b. Contract No: _____

c. Description of service: _____

_____

_____

d. Period of Performance (all years): _____

e. Total value of the contract (all years): _____

SECTION 2 Contractor's Past Performance

1. In your opinion, is the work performed under your contract "same or similar" in scope, size and complexity as the work described above?

Please circle one rating – Yes or No:

RATING		
Prime	Sub	Role of Contractor
Yes	No	Was this a competitive contract?
Yes	No	Same or Similar in Scope
Yes	No	Same or Similar in Size
Yes	No	Same or Similar in Complexity

Comments:

_____

_____

_____

2. Please circle a rating in answer to each of the following questions and provide comments as appropriate.

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

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

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

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

(5) A respect of stewardship of Government funds

ADJECTIVAL RATINGS/DEFINITIONS FOR OVERALL PAST PERFORMANCE INFORMATION FACTOR	
RATING	**DEFINITION**
E (Excellent)	Essentially *no doubt* exists that the offeror will successfully perform the required effort based on their performance record. **Risk Level: Very Low**
G (Good)	*Little doubt* exists that the offeror will successfully perform the required effort based on their performance record. **Risk Level: Low**
S (Satisfactory)	*Some doubt* exists that the offeror will successfully perform the required effort based on their performance record. **Risk Level: Moderate**
M Marginal	*Significant doubt* exists that the offeror will successfully perform the required effort based on their performance record. **Risk Level: High**
P (Poor)	It is *extremely doubtful* that the offeror will successfully perform the required effort based on their performance record. **Risk Level: Very High**
NR (No Rating)	The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. **Risk Level: Unknown**

PLEASE CIRCLE THE ADJECTIVAL RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE. **SEE BELOW FOR DEFINITIONS OF THE ADJECTIVAL RATING**						
QUALITY OF SERVICE	**RATING**					
1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	N
2. Effectiveness of on-site management, including management of subcontractors	E	G	S	M	P	N
3. Ability to meet quality standards specified for technical performance**.**	E	G	S	M	P	N
4. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	N
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	N
6. Effectiveness of material management.	E	G	S	M	P	N
7. Effectiveness of acquisition management.	E	G	S	M	P	N
8. Contractor safety record.	E	G	S	M	P	N
9. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	G	S	M	P	N
SCHEDULE/TIMELINESS OF PERFORMANCE						

PLEASE CIRCLE THE ADJECTIVAL RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE. SEE BELOW FOR DEFINITIONS OF THE ADJECTIVAL RATING						
10. Compliance with contractual delivery terms and conditions	E	G	S	M	P	N
11. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	N
12. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	N
13. Responsiveness regarding safety issues.	E	G	S	M	P	N
BUSINESS RELATIONS						
14. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	N
MANAGEMENT OF PERSONNEL						
15. Ability to hire/apply a qualified workforce to this effort.	E	G	S	M	P	N
16. Ability to retain a qualified workforce on this effort	E	G	S	M	P	N
STEWARDSHIP OF GOVERNMENT FUNDS						
17. Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	E	G	S	M	P	N
18. If this is/was a Government cost type contract, the Contractor's timeliness in submitting monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	G	S	M	P	N
19. If this is/was a Government cost type contract, the Contractor's accuracy regarding monthly invoices with appropriate back-up documentation and monthly status reports/budget variance reports.	E	G	S	M	P	N
OVERALL RATING						
In summary, provide an overall rating for the work performed by this contractor.	E	G	S	M	P	N

COMMENTS: Objective Comments/ concerns relating to this Offeror.

_____

_____

_____

_____

_____