

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 38		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-11-T-0075		6. SOLICITATION ISSUE DATE 16-Jun-2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON MILES			b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-2603		8. OFFER DUE DATE/LOCAL TIME 09:00 AM 15 Jul 2011	
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 APO AA 34038-5130 TEL: 011-571383-2552 FAX: 011-571383-2084			CODE W913FT		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 4.5M NAICS: 541330		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS
15. DELIVER TO USMILGP COLOMBIA - ARMY MISSION RYMOND SANTIAGO AMERICAN EMBASSY CARRERA 45 # 24B - 27 BOGOTA TEL: 266-1209 FAX:			CODE WF7LKT		16. ADMINISTERED BY			CODE
17a. CONTRACTOR/OFFEROR			CODE		18a. PAYMENT WILL BE MADE BY			CODE
TEL.			FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES 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. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
				TEL:		EMAIL:		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

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

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

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Engineer Leader FFP Historical Hours worked 1480hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. **Requirement is for (1) Person FOB: Destination	12	Months		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Reliability Engineer Consultatnt FFP Historical Hours worked 1200hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. **Requirement is for (3) Personnel FOB: Destination	12	Months		
					<hr/>
					NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Airworthiness Engineer Consultant FFP Historical Hours worked 1400hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. ** Requirement is for (1) Personnel FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Quality Engineer Consultant FFP Historical Hours worked 1200hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. **Requirement is for (1) Personnel FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Project Leader Engineer FFP Historical Hours worked 400hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. **Requirement is for (1) Personnel FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Avionics Engineer FFP Historical Hours worked 400 (Ref Only Refer to Performance Work Statement for additional specifications. **Requirement is for (1) Personnel FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Systems Engineer FFP Historical Hours worked 400 hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. **Requirement is for (1) Personnel FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Structures Engineer FFP Historical Hours worked 400hrs (Ref. Only) Refer to Performance Work Statement for additional specifications. **Requirement is for (1) Personnel FOB: Destination	12	Months		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

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

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 25-JUL-2011 TO 24-JUL-2012	N/A	USMILGP COLOMBIA - ARMY MISSION RYMOND SANTIAGO AMERICAN EMBASSY CARRERA 45 # 24B - 27 BOGOTA 266-1209 FOB: Destination	WF7LKT
0002	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0007	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0008	POP 25-JUL-2011 TO 24-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

PERFORMANCE WORK STATEMENT

**COLOMBIAN ARMY AVIATION TECHNICAL ASSISTANCE AND TRAINING FOR
AVIATION RELIABILITY SYSTEMS (CONTINUOUS ANALYSIS AND SURVEILLANCE
SYSTEM-CASS) & AVIATION ENGINEERING STRUCTURAL AND AVIONICS ANALYSIS**

1.0 Scope

This Performance Work Statement (PWS) defines the effort required to continue critical maintenance and logistical support to the Colombian Army (COLAR) helicopter program. This PWS intends to cover to major requirements: **Aviation Reliability Systems and Aviation Engineering Structural and Avionics Analysis.**

1.1 Period of Performance / Place of Performance

The period of performance will be twelve months from date of award. Place of performance is at the Tolomaida and Bogota Army Base, Colombia.

2.0 Aviation Reliability/Confiability Systems Requirements:

The contractor shall primarily provide engineering personnel to assist the Colombian Army (COLAR) in implementing the reliability system (Continuous Analysis and Surveillance System – CASS) for its maintenance procedures and logistic processes involved during the operation of the COLAR's aircrafts. The analysis will be developed by experienced and qualified personnel experienced in aeronautical industry. The contractor shall assist and mentor the Colombians in maintaining logistical support systems that meet mission requirements. The contractor will:

- a. Provide analysis and assistance for the Reliability System Analysis and Continuing Analysis and Surveillance System, following Federal Aviation Administration (FAA) and Military Directives for implementation and commissioning.
- b. Strength Engineering and implementation of processes and standard models of aircraft maintenance planning.
- c. Assist in a comprehensive re-engineering process within the maintenance organization, allowing rapid adjustment to future operational requirements of the Colombian Army. Maintenance needs to be based on processes aligned and fully articulated with a level of quality that can withstand the consolidation of the Analysis and Monitoring System. This will ensure effective control of the variability in maintenance and logistics processes, the continuing airworthiness of their aircraft and maintain an optimal level of aviation safety.
- d. Assist in establishing an audit program to monitor the system. Establish critical points in management (Organizational Diagnosis Results) and audit planning. Provide analysis results of audits and establish corrective actions.
- e. Assist in establishing a reliability program which is led by a specific engineer to be responsible for the program analysis, control and monitoring of reliability and the performance of the respective performance reports and performance.
- f. Assist in establishing a committee of reliability depending on the maintenance management and integrated by the operational areas (Maintenance, Programming, Quality Control, and Engineering) to handle daily operational analysis for the Colombian Army.
- g. Identify primary sources that provide the information specified in the specific reporting requirements in order to ensure that data always provides the quality levels required by threads involved. Establish procedures for mapping and data processing.
- h. Assists and guide COLAR staff to develop the necessary analysis in order to improve the reliability of the aircrafts and at the same time, train personnel in a practical skill about different methods of analysis failure.
- i. Assist in implementing the Growth Model and Reliability Control (Army Technical Report TR-602).
The

analysis model of Reliability Growth will measure and analyze the effect on the processes and strategies of maintenance for improving the reliability in operation and production of the aircrafts.

- j. Assist in designing Key Performance Indicators (KPIs) for monitoring and control the aircraft maintenance management. KPIs are measurement tools that give a clear view of status and performance, not only aircraft but also the management of aircraft maintenance. It allows better tracking of the effectiveness in the actions and recommendations for improvement implemented by the CASS.
- k. Develop Matrixes and Checklists Master Plan Audits. Audits must be reviewed and approved by the Government COR. The audit process must included:
 - a) Technical Publications:
 - ✓ Regulatory Publications: Airworthiness Directives, Regulations, etc.
 - ✓ Industry Documents: Specifications U.S. ARMY, ATA 100, Military standards.
 - ✓ Internal Documents: General Maintenance Manual, Quality Manual, etc.
 - ✓ Manufacturers' Documents: Maintenance Manuals, Service Bulletins
 - b) Training:
 - ✓ Maintenance Personnel
 - ✓ Flight Operations
 - ✓ Ground Assistance
 - c) Maintenance Program and Continuing Airworthiness
 - ✓ Program Description
 - ✓ Records
 - ✓ Reliability Program
 - ✓ Maintenance Schedule
 - d) Aircraft Condition
 - ✓ Alterations
 - ✓ Repairs
 - ✓ Technical and Regulatory Compliance
 - e) Ground Assistance
 - ✓ Cargo aircraft
 - ✓ Fueling services
 - ✓ Taxiway
 - ✓ External and internal cleaning
- l. Assist in training and Support. The contractor will provide training to the Colombia Army Aviation Division in theoretical areas of cycle I, for 5 persons appointed by the Colombia Army Aviation Division. Also the contractor will provide access to private sector companies in order to conduct a benchmarking analysis and implement the best industry practices for the Division.

- m. Assist in integrating the Reliability Program with the Quality Assurance Master Plan within the analysis and surveillance system continuing CASS and process modeling. The contractor shall develop a well integrated unit through a clear work process, establishing procedures and responsibilities within the system, so the work is continuous.
- n. The contractor will assist in developing and delivering in conjunction with trained personnel, a COLAR Reliability Handbook and Continuous Analysis and Surveillance Manual with process modeling. Contractor will advise and guide the aircraft maintenance organization to document and establish operating guidelines through the creation of military standards required for the case.
- o. The contractor shall provide to COLAR Team Leader (CTL) a detailed schedule outlining the daily maintenance plan and resource requirements. The contractor shall coordinate with the CTL for all daily requirements. The contractor shall meet weekly with the CTL to ensure the contractor is in compliance with the PWS.

3.0 Aviation Engineering Structural and Avionics Analysis Requirements:

The contractor shall provide engineering personnel to assist the Colombian Army (COLAR) in developing its activities related with technical and regulatory analysis for major repair and alterations in the aircrafts operated by the COLAR. The assistance and advice will be developed by experienced and qualified personnel experienced in aeronautical industry. The contractor shall assist and mentor the Colombians in maintaining logistical support systems that meet mission requirements. The contractor shall:

- a. Be capable of using and mention the Colombian Military (COLMIL) System Analysis and Program Development (SAP) system as related to their appropriate aviation work areas. The US Government and Colombian Government have provided free classes in SAP at www.SAP.com.
- b. Assist in establishing a system for long-term success of the Colombian Army aviation assets. Toward this end, the primary focus shall be training, with maintenance support secondary, to bring the host nation personnel up to US Army maintenance standards as a unit.
- c. Assist in providing an analysis on structural repairs, alterations to the regulatory framework and avionics on COLAR helicopters.
- d. Assist in determining functionality on the maintenance programs related to the overall Engineering Structural and Avionics Analysis. Contractor will develop processes and military standards that aim to a standardization process across the entire Colombian Army Aviation Division.
- e. Assist in the analysis of structural and avionics repairs by means of computational techniques including: stress analysis (stress analysis), development of plans for repair, fatigue analysis (Damage Tolerance Assessment - DTA) of the repair, this to determine aspects of a progressive inspection plan, and development of step by step procedures for execution of the repair; based on maintenance practices accepted by the aviation industry.
- f. Assist in the analysis of the regulatory framework required for the development of the modification, analysis of the technical requirements required in the proposed alteration, develop Instructions for Continued Airworthiness (ICAs), and develop engineering reports.

- g. Provide analysis of the maintenance plan now embodied in each of the fleets operated by the Aviation Division to determine functionality and meets the operational characteristics of the Division and develop and implement airworthiness instructions related to repairs and alterations incorporated into the aircraft of the Division.
- h. Assist in reviewing, adjusting and developing manuals for operating support to adjust their content to the functional profile of the Division.
- i. Assist in evaluating the structural maintenance programs to determine current levels of corrosion in aircraft.
- j. Assist in developing technical and administrative policies aimed at standardization process under a doctrine defined by the Colombian Army Aviation Division.
- k. The contractor shall provide to COLAR Team Leader (CTL) a detailed schedule outlining the daily maintenance plan and resource requirements. The contractor shall coordinate with the CTL for all daily requirements. The contractor shall meet weekly with the CTL to ensure the contractor is in compliance with the PWS. The CTL has the final approval.

4.0 The team will fully integrate themselves with the existing team of mechanics and operators that are assigned to the **Aviation Reliability/Confiability Program and Aviation Engineering Structural and Avionics Program**. The contractor shall propose a team leader to serve as the contractor's on-site program manager. (See chart in 5.8)

4.1 Contractor personnel shall use manuals, plans, and doctrine as a basis for maintenance and logistics standards in conjunction with appropriate host nation regulation and directives. Contractor shall establish lines of communication with the COLAR.

4.2 The contractor shall provide feedback directly to the COMIL to recommend improvements in methodology and/or techniques/procedures to improve maintenance and logistics. The contractor shall have an effective safety program in place while conducting all phases of the programs. The contractor shall conduct risk assessments throughout the duration of the contract to enhance occupational safety in the work place.

4.3 Applicable Documents: The following documents are referenced for the performance of this effort:

- AR 738-751 FUNCTIONAL USERS MANUAL FOR THE ARMY MAINTENANCE MANAGEMENT SYSTEM--(TAMMS-A)
- MIL-HDBK-189 RELIABILITY GROWTH MANAGEMENT
- UNITED STATES ARMY TECHNICAL REPORT NO.TR-652 AMSAA RELIABILITY GROWTH GUIDE
- COLOMBIAN ARMY RELIABILITY DIRECTIVE NO. 120-79
- ARMY REGULATION 03-70 CONTINUING ANALYSIS AND SURVEILLANCE SYSTEM (CASS) DESCRIPTION AND MODELS

4.4 Monthly Status Report

The Contractor shall provide to the COR a monthly training/mentor report to include the type of training and advising accomplished by the first of each month. Data shall be submitted in electronic format, in Microsoft ® Office 2000 product suite and/or Microsoft ® Project format. All submissions shall be via electronic mail to GTL and GGFR. Contractor format is acceptable.

5.0 CONTRACTOR REQUIREMENTS AND PERSONNEL QUALIFICATIONS

5.1 The contractor shall identify the proper personnel that possess the required technical skills necessary to execute the requirements of this PWS. Contractor personnel shall be qualified and current in the areas of expertise specified. All personnel shall be capable of performing their primary specialty specified in Para 2.0 and 3.0 of this PWS. All personnel shall be proficient in the Spanish language and have a technical working knowledge of the English language, both oral and written. Personnel are required to be fluent in Spanish speaking ability and equivalent in English.

5.2 All individuals must possess certifications on their specialties. The contractor will provide personnel with the following skill sets, capable of completing these jobs on different systems with individual or groups of Colombian soldiers in Spanish. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience.

5.3 The Contractor shall comply with all personnel requirements mandated by the government of Colombia (i.e. passports, visas, etc). All personnel issues, to include living quarters, licenses, taxes, insurance and medical services shall be the responsibility of the contractor both in CONUS and in Colombia.

5.4 The Contractor shall be responsible for acquiring phone lines, cell phones, Internet access, copy machine, fax machine/dedicated line, computers, and office supplies to support this maintenance element.

5.5 The contractor must possess experience with reliability systems (CASS – Continuous Analysis and Surveillance Systems) implementation and possess the skilled personnel for reliability analysis and aeronautical audits.

5.6 Contractor personnel shall be Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience.

5.7 The contractor shall possess the required personnel for the development and integration of reliability program with SAP ERP. It requires the establishment of clear procedures for the collection of data and information necessary for monitoring and control of both aircraft and their systems and sub systems.

5.8

- Manager / Aeronautical Engineer
 - Bachelor's degree required in Aeronautical Engineering. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience. Must have a combined minimum 10 years experience working in this field. Serve as the Group Lead responsible for leading a team and serve as the customer Subject Matter Expert (SME) for engineering related issues pertaining to the fleet. Familiar with all technical publications, regulations, local SOP and established guidelines. Familiar with Colombian Aeronautical and United States Federal Aviation Administration (FAA) regulations. Possess the

ability to work independently. Working knowledge of office information systems. Must be able to fluently communicate in Spanish and intermediate level English.

- Electronic Engineer / Avionics Consultant
 - Associates degree required. Must have a combined minimum 5 years experience working as a technician and inspector. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience. Must possess an Airframe and Powerplant (A&P) license. Familiar with all technical publications, regulations, local SOP and established guidelines. Familiar with Colombian Aeronautical and FAA regulations. Possess the ability to work independently. Working knowledge of office information systems.

- Aeronautical Engineer / Structural Consultant
 - Associates degree required. Minimum of 5 years experience in Aeronautical Structural Engineering. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience. Should have experience replacing worn or broken parts such as metal sheet panels, aircraft skin repairs, structural parts, cargo doors, cabin doors, cockpit doors and windshield, hydraulic actuators, servos, and accumulators, and transmissions. Should be an Airframe license holder. Should be Airframe mechanics or have the Aeronautical Civil (Colombian Federal Aviation Administration) equivalent. Familiar with all technical publications, regulations, local SOP and established guidelines. Familiar with Colombian Aeronautical and FAA regulations.

- Aeronautical Engineer / Standards Regulatory Consultant
 - Associates degree required. Minimum of 5 years experience in Aeronautical Structural Engineering. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience. Should have experience replacing worn or broken parts such as metal sheet panels, aircraft skin repairs, structural parts, cargo doors, cabin doors, cockpit doors and windshield, hydraulic actuators, servos, and accumulators, and transmissions. Should be an Airframe license holder. Should be Airframe mechanics or have the Aeronautical Civil (Colombian Federal Aviation Administration) equivalent. Familiar with all technical publications, regulations, local SOP and established guidelines. Familiar with Colombian Aeronautical and FAA regulations.

- Mechanical Engineer / Quality Auditor / Reliability Analyst / SAP Advisor
 - Associates degree required. Minimum of 5 years experience. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience. Should have experience in aircraft engine components, fuel systems, oil systems, engine overhauls, knowledge of electrical, pneudraulic and mechanical principles that apply to aircraft. Should have an Aeronautical Civil (Colombian Federal Aviation Administration) certificate or equivalent. Familiar with all technical publications, regulations, local SOP and established guidelines. Familiar with Colombian Aeronautical and FAA regulations.

- Aeronautical Engineer / Reliability Analyst
 - Associates degree required. Minimum of 5 years experience in Aeronautical Structural Engineering. Engineering certified under Certified Maintenance & Reliability Professional (**CMRP**) and/or Quality Leader Auditor with aeronautical experience. Should have experience replacing worn or broken parts such as metal sheet panels, aircraft skin repairs, structural parts, cargo doors, cabin doors, cockpit doors and windshield, hydraulic actuators, servos, and accumulators, and transmissions. Should be an Airframe license holder. Should be Airframe mechanics or have the Aeronautical Civil (Colombian Federal Aviation Administration)

equivalent. Familiar with all technical publications, regulations, local SOP and established guidelines. Familiar with Colombian Aeronautical and FAA regulations.

<u>PROFESSIONAL SKILLS</u>	<u>TITLE</u>	<u>PROJECT</u>
AERONAUTICAL ENGINEER	MANAGER	AVIATION ENGINEERING
ELECTRONIC ENGINEER	AVIONICS CONSULTANT	AVIATION ENGINEERING
ELECTRONIC ENGINEER FAA A & P LICENSED	AVIONICS CONSULTANT	AVIATION ENGINEERING
AERONAUTICAL ENGINEER	STRUCTURES CONSULTANT	AVIATION ENGINEERING
AERONAUTICAL ENGINEER	STRUCTURES CONSULTANT	AVIATION ENGINEERING
AERONAUTICAL ENGINEER	STANDARDS REGULATORY CONSULTANT	AVIATION ENGINEERING
MECHANICAL ENGINEER/QUALITY AUDITOR/RELIABILITY ANALYST/SAP ADVISOR	PROJECT MANAGER/ADVISOR	AVIATION RELIABILITY/CONFIABILITY
AERONAUTICAL ENGINEER/RELIABILITY ANALYST/IEA	PROJECT ASSISTANT/ADVISOR	AVIATION RELIABILITY/CONFIABILITY
AERONAUTICAL ENGINEER/RELIABILITY ANALYST/CMRP CERTIFICATION	ANALYST ADVISOR	AVIATION RELIABILITY/CONFIABILITY
AERONAUTICAL ENGINEER/RELIABILITY ENGINEER & ANALYST/CMRP CERTIFICATION	ANALYST ADVISOR	AVIATION RELIABILITY/CONFIABILITY

6.0 GOVERNMENT FURNISHED EQUIPMENT / MATERIALS / FACILITIES

The Contractor shall provide all resources necessary to perform all requirements of the PWS.

7.0 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 reporting 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.

8.0 Performance Requirements Summary

8.1 Specific Work/Tasks Designated for Periodic Surveillance:

PERFORMANCE REQUIREMENTS SUMMARY

Aviation Reliability Systems & Aviation Engineering Structural and Avionics Analysis

PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method	Remedy
Para 2.a	Special Requirements	Provide analysis and assistance for the Reliability System Analysis and Continuing Analysis and Surveillance System, following Federal Aviation Administration (FAA) and Military Directives for implementation and commissioning.	85-90% compliance required.	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.f	Special Requirements	Assist in establishing an audit program to monitor the system. Establish critical points in management (Organizational Diagnosis Results) and audit planning. Provide analysis results of audits and establish corrective actions. Contractor personnel shall be Engineering certified under Certified Maintenance & Reliability Professional (CMRP) and/or Quality Leader Auditor with aeronautical experience.	85-90% compliance required.	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.h	Special Requirements	Assist in establishing a committee of reliability depending on the maintenance management and integrated by the operational areas (Maintenance, Programming, Quality Control, and Engineering) to handle daily operational analysis for the Colombian Army.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.j	Special Requirements	The contractor shall possess the required personnel for the development and integration of reliability program with SAP ERP. It requires the establishment of clear procedures for the collection of data and information necessary for monitoring and control of both aircraft and their systems and sub systems.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.l	Special Requirements	The contractor will assist and guide COLAR staff to develop the necessary analysis in order to improve the reliability of the aircrafts and at the same time, train personnel in a practical skill about different methods of analysis failure.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

PERFORMANCE REQUIREMENTS SUMMARY					
Aviation Reliability Systems & Aviation Engineering Structural and Avionics Analysis					
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method	Remedy
Para 2.m	Special Requirements	Assist in implementing the Growth Model and Reliability Control (Army Technical Report TR-602).	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Violation may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.n	Special Requirements	Assist in designing Key Performance Indicators (KPIs) for monitoring and control the aircraft maintenance management. KPIs are measurement tools that give a clear view of status and performance, not only aircraft but also the management of aircraft maintenance.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.p	Special Requirements	Assist in training and support. The contractor will provide training to the Colombian Army Aviation Division in theoretical areas of cycle I, for 5 persons appointed by the Colombian Army Aviation Division. Also the contractor will provide access to private sector companies in order to conduct a benchmarking analysis and implement the best industry practices for the Colombian Army Aviation Division.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 2.s	Monthly Status Report	The Contractor shall provide a monthly training/mentor report to include the type of training accomplished. The report shall include a roster of all personnel trained the previous month.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Violation may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 3.a	Special Requirements	Contractor shall be capable of using and mentoring the Colombian Military (COLMIL) System Analysis and Program Development (SAP) system as related to their appropriate aviation work areas. The US Government and Colombian Government have provided free classes in SAP at www.SAP.com .	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

PERFORMANCE REQUIREMENTS SUMMARY					
Aviation Reliability Systems & Aviation Engineering Structural and Avionics Analysis					
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method	Remedy
Para 3.c	Special Requirements	Assist in providing an analysis on structural repairs, alterations to the regulatory framework and avionics on COLAR helicopters.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Violation may result in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 3.e	Special Requirements	Assist in providing analysis of structural and avionics repairs by means of computational techniques including: stress analysis (stress analysis), development of plans for repair, fatigue analysis (Damage Tolerance Assessment - DTA) of the repair, this to determine aspects of a progressive inspection plan, and development of step by step procedures for execution of the repair; based on maintenance practices accepted by the aviation industry.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 3.f	Special Requirements	Assist in providing analysis of the regulatory framework required for the development of the modification, analysis of the technical requirements required in the proposed alteration, development of the Instructions for Continued Airworthiness – ICAs, development of engineering reports.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 3.g	Special Requirements	Analyze the maintenance plan now embodied in each of the fleets operated by the Aviation Division to determine functionality and meets the operational characteristics of the Division. Develop and implement airworthiness instructions related to repairs and alterations incorporated into the aircraft of the Division.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

PERFORMANCE REQUIREMENTS SUMMARY					
Aviation Reliability Systems & Aviation Engineering Structural and Avionics Analysis					
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method	Remedy
Para 3.i	Special Requirements	Assist in evaluating the structural maintenance programs to determine current levels of corrosion in aircraft.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.
Para 3.j	Special Requirements	Assist in developing technical and administrative policies aimed at standardization and standardization process under a doctrine defined by the Colombian Army Aviation Division.	95-99% compliance required	COR Surveillance; Periodic inspection; Customer input	Non-compliant violation results in a cure notice and invoices will not be paid until the AQL is met. Continued poor performance may result in contract termination.

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.

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 **Instructions to Offerors COMMERCIAL ITEMS (Addendum)**

1. Paragraph (b) Submission of offers is changed to add the following:

QUOTATION PREPARATION AND INSTRUCTIONS. The Government intends to award a Firm-Fixed Price (FFP) contract for services identified within this solicitation. These instructions prescribe the format for the quotation and describe the approach for the development and presentation of offerors information. These instructions are designed to ensure the submission of necessary information for the understanding and evaluation of the quotation. Offerors are encouraged to present their best technical approach price quotes in their initial quote submission. The Government intends to make an award without discussions, but maintains the right to hold discussions if it so determines.

FORMAT AND CONTENTS. The offer shall be submitted in the formats set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Offers which do not include the requested minimum information may be eliminated from further consideration at the Government's discretion. The response shall consist of three (2) separate sections: Section I – Price, Section II – Technical Capability. The offeror shall divide its offer into the noted sections to facilitate review by the Government. General statements that the offeror understands the specific tasks and can or will comply with the

requirements of the Performance Work Statement will be considered inadequate. Clarity and completeness are essential. Data not submitted with the offer, but submitted previously, or presumed to be known (i.e., previous projects performed for the Government) cannot be considered as part of the quotation.

Section I – Price Information and Required Documents. Offerors shall submit all pricing to provide a meaningful basis for the Government’s price analysis and for the items set forth in this solicitation. The Offeror shall provide its response with a cover sheet that contains the company’s name, address and telephone number.

***Contract will be paid either in US dollars or in COP.**

Section II – Technical Capability. Limited to no more than 10 pages. The Technical Capability shall describe how the offeror plans to provide the requirements as described in the Performance Work Statement. No pricing shall be included in the offerors Technical Capability. At a minimum the Technical Capability shall address the following:

Describe the qualifications of key personnel to the degree of success in managing projects of similar complexity to the PWS. Include a narrative of no more than three (3) projects of an identical or similar tasking as required by the PWS. Limit each narrative to no more than two (2) pages.

Describe a technical approach for developing plans that will address overall functionality related to Avionics Maintenance Programs and Avionics Analysis Programs.

ELECTRONIC OFFERS REQUIRED. Offers must be submitted electronically to jason.miles1@us.army.mil by 0900 HRS CST 15 JULY 2011

2. Paragraph (c) Period for acceptance of offers is changed to read as follows:

The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.

52.212-2, Evaluation -- Commercial Items (Addendum)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation, represents the Lowest Price Technically Acceptable (LPTA). The following factors shall be used to evaluate offers on an acceptable/unacceptable basis:

Technical Capability
Price

Technical Capability: Offer must clearly reflect the offeror’s understanding of the scope of work and fully respond to the minimum requirements specified in FAR 52.212-1, Instructions

to Offerors, and its addendum. Offerors who simply restate the PWS requirements, or fail to submit the minimum information specified in the Instructions, may result in the offer being rejected as non-compliant with the requirement for submission or required information.

Price: The Price factor will be assessed upon total evaluated price, to include an assessment of price reasonableness to the U.S. Government. Price offers will be reviewed for reasonableness to determine whether they reflect an understanding of the requirements or contain apparent mistakes. Award will be made to the offeror who submits a technically acceptable offer at the lowest price.

Question Submission: Interested Offerors must submit any questions concerning this requirement no later than: **7 July 2011 12:00 pm CST** or (at the earliest time possible to enable the customer to respond to questions) all responses will be posted no later than **11 July 2011**.

Domestic Contractors must be registered in the Central Contractor Registration (CCR) data base before an award can be made to them. If the Contractor is not registered in the CCR, it may do so through the CCR website at <http://www.ccr.gov>.

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.232-23	Assignment Of Claims	JAN 1986
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR

records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

Paragraph (d) applies.

Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- (Contracting Officer check as appropriate.)

-----(i) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

----- (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (vii) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within 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 the changes identified below (offeror to insert changes, identifying change by clause number, title, date). 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.

FAR Clause	Title	Date	Change
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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.

(End of Provision)

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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 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). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

___ (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).
- ___ (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).
- ___ (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

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

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

___ (30) 52.222-37, Employment Reports on Veterans (Sep 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.

___ (36) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

___ (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).

X (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).

___ (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)

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

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

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using [the Global Currency Exchange Rates Report published daily by the](#)

Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

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

MAJ Jason L Miles
RCO Bogota
US Embassy- Bogota Colombia
APO AE 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)

52.233-4703 AMC-Level Protest Clause

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

Packages sent by FedEx or UPS should be addressed to:
HQ Army Materiel Command
Office of Command counsel
Room 2-1SE3401

1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

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

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

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil>

(End of clause)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. 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.

FAR/DFARS Clause #	Title	Date	Change
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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.

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

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

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

(1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (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) 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) 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 (NOV 2009) (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) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(17) ___ 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).

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

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

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

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

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

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

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

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

(26) (i) ___ 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.

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

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)