

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WF7LKT11600605		PAGE 1 OF 79				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-11-T-0080		6. SOLICITATION ISSUE DATE 25-Jul-2011		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ASTRID PARDO				b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-2386		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 08 Aug 2011		
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP, UNIT 5136 APO AA 34038-5136  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: 7 NAICS: 541930			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS
15. DELIVER TO USMILGP COLOMBIA - NAVAL MISSION MICHEL MONBOUQUETTE U.S. EMBASSY BOGOTA UNIT 5136 APO AA 34038 TEL: 266-1214/1215 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		
<b>SEE SCHEDULE</b>										
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>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)					
					TEL: EMAIL:					

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

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

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

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

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

PWS

**PERFORMANCE WORK STATEMENT (PWS)**

**COLOMBIAN MARINE CORPS TRANSLATION, ORAL INTERPRETATION AND SUPPORT SERVICES  
U.S. MILITARY GROUP COLOMBIA**

**1. Part 1: GENERAL INFORMATION.**

**1.1** Description of Services and Introduction: The contractor shall, not later than fifteen (15) days after contract award provide all personnel, equipment, tools, materials, supervision, other items, and non-personal services necessary to perform the written translation, oral interpretation and Support Services Colombian Marine (ColMar) Corps Training and Program Development Manager tasks as defined in this Performance Work Statement (PWS). The contractor shall perform to the standards in this contract.

**1.2** Background: The U. S. Military Group (USMILGP) Colombia, in conjunction with the U.S. Country Team, U.S. Government Agencies, and the Host Nation, provides Security Cooperation and military-to-military contact in order to assist in the elimination of drug trafficking and narco-terrorism, strengthen host nation military professionalism, conduct Counter Narco-Terrorism (CNT) operations, and eliminate threats to Colombia's sovereignty and democracy. The Naval Mission within USMILGP Colombia provides Joint Combat Service Support and planning assistance to U.S. Department of Defense (DoD) forces, U.S. Inter-Agency organizations (in accordance with the Economy Act), and security assistance functions/activities in support of Colombian security forces in accordance (IAW) with U.S. foreign policy. With the advent of Plan Colombia, and subsequently the Andean Ridge Initiative, the volume of Security Assistance material, equipment, and training to the Colombian military; training in the Counter Narco-Terrorism Riverine Program; and the support provided to deployed U.S. forces have created a significant increase in the missions/responsibilities of the USMILGP Colombia and U.S. Marine Corps Forces, South (MARFORSOUTH).

**1.3** Objectives: The objectives of this PWS are in order to manage the support provided to the vast amount of personnel, equipment, and missions. The Contractor personnel will assist in planning and execution of the Counter Narco-Terrorism Riverine Program that supports the U.S. Southern Command (SOUTHCOM) Theater Security Cooperation Plan. With the progress made within Colombia to increase national security, USMILGP Colombia is now looking to increase the Colombian Marine Corps' capabilities to serve as a regional and global partner in the prosecution of peacekeeping, stability, and humanitarian assistance operations while not only maintaining, but also continuing to improve its current conventional and counter narco-terrorism capabilities. Additionally, to provide support to the Colombian Marine Corps Security Cooperation Plan and to other security assistance, which will include providing input and recommendations to the U.S. Marine Corp (USMC) Representative and ColMar on the types of equipment and training required to meet the current operational needs of the ColMar and to posture the force to meet future projected requirements and mission sets, Support services and training programs within the Naval Mission to include:

**1.3.1** Support Services to the Colombian Marine Corps and U.S. Training and Advisory teams deployed to Colombia.

**1.3.2** Training support to the Colombian Marine Corps.

**3.3** Provide support in the planning for the deployment of U.S. Training and Advisory teams to Colombia and Colombian personnel to the U.S.

**1.3.4** Program management support in the development, execution, and oversight of infrastructure and

organizational programs implemented by the Naval Mission in support of the Colombian Marine Corps.

**1.3.5** Provide advice in the planning, execution, and oversight of infrastructure and organizational programs implemented by the Naval Mission in support of the Colombian Marine Corps.

**1.3.6** Written translation of material relevant to the U.S. Security Cooperation Plan for Colombia.

**1.3.7** Oral interpretation support to the Colombian Marine Corps and U.S. Training and Advisory teams deployed to Colombia.

**1.4** Scope: This PWS encompasses tasks related to the USMILGP Colombian Marine Corps Training and Program Development Manager, which is a joint manning approved billet. It also encompasses tasks related to translation, oral interpretation and support services which will be performed by Contractor personnel but are not directly related to the functions of the Colombian Marine Corps Training and Program Development Manager.

**1.4.1** The Colombian Marine Corps Training and Program Development Manager will serve as the U.S. Naval Mission primary support for all matters related to the Colombian Marine Corps Security Cooperation Engagement Plan and shall be responsible for the planning, advising, coordinating and monitoring of current activities related to the transformation and modernization of the Colombian Marine Corps into an expeditionary force capable of promoting regional stability through the training of partner nations throughout the region and the execution of combat, peacekeeping, stability and human assistance operations both regionally and globally in support of the SOUTHCOM, joint, combined, multinational, and interagency Global War On Terrorism (GWOT). As such, the ColMar Training and Program Development Manager will be authorized on behalf of the Naval Mission to interact and perform staff coordination with MILGP Colombia entities; SOUTHCOM service component liaison officers and teams; Joint Interagency Task Force – South (JIATF-South); DoD supporting commands and agencies, U.S. Law Enforcement Agencies, and host nation military and police forces in support of current and future plans and operations.

**1.4.2** The written translation, oral interpretation and support services shall provide assistance with visits, meetings, conferences and training of U.S. and Colombian personnel as directed by the Government in support of MARFORSOUTH and USMILGP Colombia. Support services shall also be provided as required by the Government to facilitate the planning, arrival, visit and departure of U.S. personnel to Colombian military bases and the production of documentation relative to the various special programs the USMILGRP is executing with the Colombian Marine Corps as part of its Country Security Cooperation Plan.

**1.5** Period of Performance: The period of performance shall be from the date of award for a period of three (3) years. The contract shall have a one (1) year base and two (2) 12-month options. The period of performance reads as follows:

- Base year
- Option year one
- Option year two

## **1.6** General Information

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

**1.6.2 Government Remedies:** The Contracting Officer (KO) shall follow Federal Acquisition Requirement (FAR) 52.212-4, "Contract Terms and Conditions-Commercial Items" for a contractor's failure to perform satisfactory services or failure to correct non-conforming services.

**1.6.3 Recognized Holidays:** The individual performing services under this PWS shall take into account mission requirements before scheduling leave or vacation time, and all leave shall be coordinated in writing with the Contracting Officer's Representative (COR). As a general rule, individual shall abide by U.S. and Colombian observed holidays, as listed below, as specified in the Chief of Mission, U.S. Embassy annual holiday policy.

U.S. Holidays Observed:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	11 November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	25 December

Colombian Holidays Observed:

Epiphany	6 January or the following Monday
St. Joseph's Day	19 March or the following Monday
Holy Thursday	Thursday before Easter Sunday
Good Friday	Friday before Easter Sunday
Ascension Day	5 June or the following Monday
Corpus Christi	27 June
Independence Day	20 July
Assumption Day	15 August
Feast of the Immaculate Conception	8 December

**1.6.4 Hours of Operation:** Normal duty hours are between the hours of 0800 to 1700, Monday through Friday, except federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings. The Contracting Officer's Representative (COR) is responsible for overseeing hours worked and verifying the number of hours worked submitted on invoices. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

**1.6.4.1** Due to mission requirements such as the deployment of U.S. teams to Colombia, performance of duties shall often be required during nonstandard working hours and in excess of 40 hours per week. Any changes to normal duty hours must be agreed upon between the contractor and COR.

**1.6.4.2** On-Call: Contractor personnel shall be on call after duty hours via cellular telephone provided by USMILGP Colombia.

**1.6.5 Place of Performance:** Tasks related to the Training and Program Development Manager billet is to be primarily performed in Bogotá, Colombia, but will also be performed in other parts of Colombia and in other countries where the U.S. has a security cooperation interest as determined by the USMILGP Colombia Commander. Written translation shall be performed at a site determined by the Contractor and oral interpretation and support services shall be performed at sites throughout Colombia and in other

countries where the U.S. has a security cooperation interest as determined by the USMILGP Colombia Commander.

**1.6.5.1 Substandard and/or Hostile Living and Work Conditions:** Services as provided by this contract shall require that contractor personnel travel to remote sites within Colombia considered high threat environments or "red zones" by both U.S. and Colombian Government agencies and where freedom of personal movement shall be limited or nonexistent. While working in these sites, contractor personnel may be required to live on Colombian military bases in shared quarters with U.S. and/or Colombian military personnel. Additionally, services will be required during exercises and/or training where contractor personnel shall be required to live and work in field conditions which shall require contractor personnel to sleep in the open (no tent or building) and eat either field rations or rations prepared in field conditions.

**1.6.6 Physical Security Requirements:** The contractor shall be responsible for safeguarding all Government property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

**1.6.7 Special Qualifications:**

**1.6.7.1 Passport and Visas:** Due to the technical and administrative status required for Contractor personnel working within Colombia, U.S. Contractor personnel shall possess, or obtain upon award of contract, a current U.S. official passport and Colombian official visa while performing tasks under this PWS. If U.S. contractor personnel do not currently possess a U.S. official passport, they may travel to Colombia with a U.S. civilian passport and business visa in order to begin work under this PWS but shall obtain a U.S. official passport and Colombian visa within 30 days of contract award in order to be accredited with technical and administrative status by the Colombian Ministry of Foreign Relations. Colombian Contractor personnel shall possess a current Colombian passport.

**1.6.7.2 Language Capability:** Contractor personnel shall possess a professional working proficiency (minimum of 4/4 on the Defense Language Proficiency Test or equivalent) of the Spanish and English languages.

**1.6.7.3 Special Training:** IAW the Foreign Clearance Guide Contractor personnel shall have completed U.S. Southern Command mandated Force Protection, Personnel Recovery Training, Survival, Evasion, Resistance and Escape (SERE Level B) and Information Awareness (IA) prior to being authorized to travel to Colombia and must maintain the aforementioned requirements current for the duration of the contract. Colombian contractor personnel who currently reside in Colombia must complete the same U.S. Southern Command requirements or equivalent training from the Colombian Armed Forces prior to commencing work on the contract.

**1.6.7.4 Security Clearance.** Individual assigned as the Training and Program Development Manager shall possess, at a minimum, a current U.S. government Secret Clearance. No security clearance is required for Contractor personnel assigned to translation, oral interpretation and support tasks.

**1.6.7.5 Computer Competency:** Contractor personnel shall possess a professional working proficiency in Microsoft Word, Excel, PowerPoint and Project.

**1.6.7.6 Weapons Qualifications:** Contractor personnel may be required to carry a weapon in accordance with Military Group Force Protection Policy and Weapon's Policy as determined by the Commander of the USMILGP Colombia and approved by the U.S. Southern Command Commander or designated representative. If contractor personnel are required by proper USG authority to carry a weapon then they shall be qualified with the M-9 Service Pistol per USMILGP Colombia policy within 15 days after the determination is made that they must carry a weapon.. Individual shall be provided access to range facilities to maintain weapons proficiency and qualifications, as needed.

**1.6.7.7 Training:** Contractor personnel shall be fully trained and qualified for the performance of this contract.

**1.6.7.8 Legal and Administrative Status:** Contractor personnel shall be in good legal and administrative status with the Colombian Military, Colombian National Police and the U.S. Embassy Bogotá and must not have been the subject at any previous time of any adverse or disciplinary actions – administrative or otherwise – from USMILGP Colombia, U.S. Southern Command, the U.S. Embassy Bogotá, or Government of Colombia agencies.

**1.6.8 Post-award Conference or Periodic Progress Meetings:** The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the KO will apprise the contractor of how the Government views the contractor's performance, and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. When conducted in Bogotá, these meetings shall be at no additional cost to the Government and when conducted outside of Bogotá, the contractor shall be allowed to bill any required travel to attend the meeting to this contract.

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

**1.6.10 Key Personnel:** The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate, who shall act for the contractor when the manager is absent, shall be designated in writing to the KO. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

**1.6.11 Identification of Contractor Employees:** All Contractor personnel shall adhere to USMILGP Colombia and U.S. Embassy identification requirements. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

## **Part 2: DEFINITIONS AND ACRONYMS.**

### **2.1 Definitions:**

**Performance Work Statement:** Defines the Government's requirements in terms of the objective and measurable outputs.

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

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

**Contracting Officer's Representative:** A representative from the requiring activity appointed in writing by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

**Defective Service:** A service output that does not meet the standard of performance associated with it in the PWS.

**Quality Control:** Actions taken by a contractor to control the performance of contracted services to meet PWS requirements.

**Quality Assurance:** Actions taken by the Government to assure contracted services meet PWS requirements.

**Quality Assurance Surveillance Plan (QASP):** A written document specifying the surveillance method used for surveillance of contractor performance.

## 2.2 Acronyms:

APO	Armed Forces Post Office
CLIN	Contract Line Item Number
CNT	Counter Narco-Terrorism
COLMAR	Colombian Marine
COLNAV	Colombian Navy
COR	Contracting Officer's Representative
DIRI	Defense Institutional Reform Initiative
DLLS	Defense Legal & Legislative Studies
DoD	Department of Defense
FMS	Foreign Military Sales
GWOT	Global War on Terrorism
IA	Information Awareness
IAW	In Accordance With
IVA	Impuesto Valor Agregado (Sales Tax)
JIATF-South	Joint Interagency Task Force – South
JFTR	Joint Federal Travel Regulation
KO	Contracting Officer
LATAM	Latin American
MARFORSOUTH	U.S. Marine Corps Forces, South
MCR	Marine Corps Representative
MPP	Mission Performance Plan
NETSAFA	Navy Education and Training Security Assistance Field Activity
PPBS	Planning, Programming, and Budgeting System
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
SATMO	Security Assistance and Training Management Office
SCETC	Security Cooperation Education and Training Center
SEFA	Sistema Educativo de las Fuerzas Militares
SERE	Survival, Evasion, Resistance, & Escape
SOUTHCOM	United States Southern Command
SWAT	Special Weapons and Tactics
USG	United States Government
USMC	United States Marine Corps

USMILGP

United States Military Group

**Part 3: GOVERNMENT-FURNISHED ITEMS AND SERVICES.**

**3.1 Equipment:** The Government shall provide all tools, computer services, DVD/TV, cellular phone with international access, mobile internet capability, and supplies necessary for this requirement. Force protection equipment shall be provided by the Government when contractor personnel are required to work outside of Bogotá. Government resources shall be returned to the Government upon completion of this contract.

**3.2 Office Space:** During the period of performance of this PWS, the assigned individual shall be provided adequate office space, including access to unclassified phone(s), desk, chair, conference table, personal and equipment storage, bookcases, shelves, and other conveniences as provided to the U.S. workforce in a climate-controlled environment while working in Bogotá. Office space outside of Bogotá will be provided on an as available basis by the Colombian military forces. Conditions of work spaces provided by Colombian military forces while working outside of Bogotá will often be substandard and available on a case-by-case basis. It shall be understood that no office space will be available when conducting oral interpretation and support services in field conditions.

**3.3 Information Manuals:** The Government shall provide assigned contractor personnel with U.S. operational manuals and additional U.S. reference documentation required in support of this contract. This includes access to password controlled military and other Government web sites as required.

**3.4 Intellectual Property.** All reports, decisions, recommendations, plans and concepts, either written or verbal, derived by this contract shall be the property of the US Government.

**3.5 Office Supplies:** The Government shall provide all expendable and non-expendable office supplies necessary to perform this contract, e.g., stapler, pens, pencils, paper, etc.

**3.6 Utilities:** All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

**Part 4: CONTRACTOR-FURNISHED ITEMS AND SERVICES.**

**4.1 General:** Except for those items specifically stated to be Government-furnished in Part 3, the contractor shall furnish all supplies, equipment, facilities, and services required to perform this contract.

**4.2 Secret facility clearance:** The individual assigned to the Training and Program Development Manager task shall be granted access to USG secure facilities when there exists a requirement for such access and only after the individual has been vetted within the Joint Personnel Adjudication System (JPAS) by USMILGP Colombia. This access shall be provided only as long as there exists a need for such access and Contractor personnel shall surrender all identification facilitating entry into secure facilities once a determination is made that this access is no longer required. No other Contractor personnel shall be granted access to secure facilities unless the USG modifies the current requirement.

**4.3** While not currently required, should the USG determine in the future that a requirement for carrying weapons in designated areas exists, the contractor shall be provided adequate advance notice of the requirement and the contractor shall provide their personnel with a service pistol at least equivalent to the capabilities of the M9 service pistol and applicable ancillary equipment for use when working in areas where USMILGP Colombia has directed that personnel carry weapons for self-defense. Costs associated with meeting this requirement for the incumbent shall be considered an allowed charge to the contract and USMILGP Colombia will assist the contractor with the importation of the pistol as required.

**Part 5: SPECIFIC TASKS.**

**5.1 Specific Duties.** The contractor personnel assigned to provide translation, oral interpretation and support services shall be responsible for the following:

**5.1.1 Translation Services.** Translations of written material from Spanish to English and English to Spanish as provided by the COR. Translated material shall be proofed for content, syntax, grammar and spelling prior to delivery to the Government. The COR shall provide clarification to the Contractor of the content of material to be translated in a timely manner, if required, in order to adequately complete the translation by the required delivery date. Anticipated translation services include, but are not limited to, the translation of 1,000 pages of orders, directives, publications, technical manuals, class material and presentations in support of U.S. security assistance programs.

**5.1.2 Oral Interpretation Services.**

**5.1.2.1 Oral Interpretation services from Spanish to English and English to Spanish to support visits, meetings and conferences of U.S. and Colombian personnel as required by the U.S. Government, DoD, USSOUTHCOM or USMILGP Colombia.** Oral interpretation services shall include, but not be limited to, presentations, meetings, classes and discussions in support of Mobile Training Teams, counter narco-terrorism missions, counter insurgency missions and Traditional Commander's Activity events in support of U.S. Naval Mission security cooperation programs. Additionally, oral interpretation services shall not be limited to formal occasions and may include conversations which would be expected to occur during social in-calls, meals and during travel.

**5.1.2.2 The Contractor shall ensure that personnel assigned to perform oral interpretation services under this contract are available in the location and at the time designated by the COR.** Anticipated oral interpretation services include, but are not limited to 1,040 hours of regular oral interpretation and 390 hours of overtime per year.

**5.1.3 Support Services to U.S. Government and Military Group Colombia**

**5.1.3.1 Support services shall be provided both concurrent with oral interpretation services and in addition to oral interpretation services.** Support services are defined as including the following:

- a. Provide planning support and guidance, and assist in the communications, logistics and administrative support to U.S. training teams deployed in support of host nation units, to include required coordination for the delivery and receipt of personnel, services and equipment.
- b. As a Subject Matter Expert in infantry training and tactics, provide guidance to U.S. training teams and the Colombian Marine Corps on improvements related to teams' missions with emphasis on doctrine, personnel, unit readiness planning, operational planning, communications, maintenance management, mobility and counter mobility operations and logistics.
- c. Maintain professional communication with the Commandant of the Colombian Marine Corps, his general staff, the Commanders and staffs of subordinate Colombian Marine Corps commands the various schools which fall under the Colombian Naval Forces Direction of Education and Doctrine, and the Colombian Military general staff sections responsible for education and training.
- d. Provide support services in the transition of programs which have been developed with the assistance of USMILGP Colombia to a fully sustainable capability which can be utilized to provide training and support to regional partners.
- e. Provide support to the USMILGP in the oversight and implementation of initiatives to transition the Colombian Marine Corps to a regional partner capable of conducting stability, peacekeeping and humanitarian assistance operations on a regional and global scale.

- f. Provide support to the USMILGP in the transformation of the Colombian Marine Corps into an expeditionary force in order to increase its influence in promoting regional stability.
- g. Provide support to the USMILGP Colombia for the planning and execution of U.S. Marine Corps Forces South funded exercises in which the Colombian Marine Corps participates.
- h. Provide support to the USMILGP Colombia in the planning, execution, and oversight of the U.S. Defense Institutional Reform Initiative (DIRI) being implemented with the Colombian Ministry of Defense and Military Forces and the Colombian Ministry of Defense education reform program (Sistema Educativo de las Fuerzas Militares – SEFA) being implemented with the Colombian Military Forces.
- i. Provide support to USMILGP Colombia with the on-going Naval Mission and MARFORSOUTH efforts involved in renovating the Colombian Marine Corps logistics infrastructure and functions; establishing career paths and military occupational specialties; reforming the Colombian Marine Corps manpower management system; implementing training management and unit readiness planning; establishing maintenance management, supply and distribution policies and procedures; and assisting in establishing orders, directives and standards for motor transport operations and maintenance, bulk fuel operations and maintenance, water survival, designated marksman, drill instructor, formal instructor and martial arts programs.
- j. Assist the Colombian Marine Corps in the development of project plans for the establishment of the Colombian Marine Corps Regional Training Center in Jesus del Rio, Zambrano, Bolivar or other location as determined, to include master plan development, design and requirements determination, resource utilization, budget development, socio-political impact studies, and infrastructure support studies.
- k. Provide support services and escort for official visits to Colombia by Distinguished Visitors and other personnel as required.
- l. Attend required presentations and meetings with appropriate, contractor prepared information and submit follow up reports within one week of end of event.

**5.1.3.2** The Contractor shall ensure that personnel assigned to perform support services under this contract are available in the location and at the time designated by the COR. Support services to be provided in addition to the oral interpretation services identified in paragraph 5.1.3.1 are anticipated to include, but are not limited to 3,400 hours of regular time and 1,245 hours of overtime services per year.

#### **5.1.4** Colombian Marine Corps Training and Program Development Manager

##### **5.1.4.1** Support Services.

- As a Subject Matter Expert in infantry training and tactics provide support to USMILGP Colombia making recommendations for improvement within the Colombian Marine Corps where needed, with emphasis on doctrine, personnel, training, operational planning, communications, logistics, maintenance management, mobility and counter mobility operations and logistics.
- Serve as the Naval Mission's primary support between the U.S. Military Agencies and host nation Training and Education Departments/Commands in the development, implementation, and management of a long term training program.
- Provide oversight and guidance to the host nation for the execution of current USMC implemented training programs at the Regional Training Center as directed by the USMILGP.

- Develop Training Standards, Objectives, and Orders with the ColMar / Colombian Navy (ColNav) in support of existing and future Training Programs, with an emphasis on capturing lessons learned and the long-term institutional development.
- Assist the Colombian Marine Corps in the planning and assimilation of lessons learned of conventional ground and riverine operations with an emphasis on joint operations.
- Track host nation results achieved during counter narco-terrorism operations conducted.
- Maintain professional communication and support to the Commandant of the Colombian Marine Corps, his general staff, the Commanders and staffs of subordinate Colombian Marine Corps commands, the various schools which fall under the Colombian Naval Forces Direction of Education and Doctrine, and the Colombian Military general staff sections responsible for education and training.
- Coordinate and support events as required in accordance with USMILGP Colombia established force protection and personnel accountability policies.
- Assist USMILGP Colombia and the Colombian Marine Corps with the transition of programs which have been developed with the assistance of USMILGP Colombia to a fully sustainable capability which can be utilized to provide training and support services to regional partners.
- Assist USMILGP Colombia in the development and implementation of initiatives to transition the Colombian Marine Corps to a regional partner capable of conducting stability, peacekeeping and humanitarian assistance operations on a regional and global scale.
- As a Subject Matter Expert in interdiction operational planning and provide support and guidance to the Colombian Marine Corps making recommendations on interdiction and sustainment strategies.
- Assist in the transformation of the Colombian Marine Corps into an expeditionary force in order to increase its influence in promoting regional stability.

#### **5.1.4.2 Military Sales Related Tasks**

- Assist the USMC Representative with the planning, coordinating, and implementation of Marine Corps Security Cooperation matters for the Colombian Marine Corps in concert with the SOUTHCOM Operation Order, SOUTHCOM Theater Security Cooperation Plan, and Headquarters Marine Corps (PLU) Latin American (LATAM) policies.
- Identify and request equipment via USMILGP Colombia as required under various assistance programs for use in CNT operations.
- Assist the Colombian Marine Corps in identifying equipment requirements not included as part of the SOUTHCOM Theater Security Cooperation Plan.
- Advise the Colombian Marine Corps with the management of internal programs and resources throughout Colombia.
- Coordinate the shipping, delivery, and receipt of equipment and ammunition as required.
- Assist the Naval Mission Logistics Officer with the acceptance, inventory, and transfer of equipment as required.

- Conduct End-Use Monitoring of equipment and training provided to Colombian military and police forces under U.S. Security Assistance programs and prepare reports for submission to the Naval Mission.

#### **5.1.4.3 Training.**

- In conjunction with the U.S. Marine Corps Representative, identify requirements and program individual courses (International Military Education and Training, Counter-Drug, Counter-Terrorism, Foreign Military Sales, and Traditional Commander's Activities), and Mobile Training Teams (primarily Counter-Narcoterrorism) for the Colombian Marine Corps.
- Provide planning support services and assist in the communications, logistics, and administrative support to U.S. training teams deployed in support of host nation units, to include required coordination for the delivery and receipt of personnel, services, and equipment.
- Identify, program, and manage requirements for USMC CNT Training Support missions and SOUTHCOM Traditional Commanders Activities concepts as directed by the USMILGP.
- Provide guidance on the training of Colombian Marine units to adhere to high standards of Human Rights and the Geneva Convention during the prosecution of their war on terrorism.
- Incorporate Defense Legal and Legislative Studies (DLLS) training into the Colombian Marine units to ensure they are knowledgeable of the legal aspects of search and seizure during operations.
- Serve as the Naval Mission's representative for the planning and execution of U.S. Marine Corps Forces South funded exercises in which the Colombian Marine Corps participates.
- Serve as the Naval Mission's representative in the U.S. Defense Institutional Reform Initiative (DIRI) being implemented with the Colombian Ministry of Defense and Military Forces.
- Serve as the Naval Mission's representative in the Colombian Ministry of Defense education reform program (Sistema Educativo de las Fuerzas Militares – SEFA) being implemented with the Colombian Military Forces.
- Serve as the Naval Mission's Training Officer coordinating the various training programs of the Colombian Navy, Marine Corps, and Coast Guard.
- Submit Requests for Feasibility and Requests for Training for all USMC missions.

#### **5.1.4.4 Conduct Long-Term Planning.**

- Provide input to the Naval Mission for the Embassy Mission Performance Plan (MPP).
- Provide input to the Naval Mission for the USMILGP Colombia Security Cooperation Plan.
- Provide input to the Marine Corps Representative for the USMC Campaign Plan.
- Maintain the Riverine Implementation Plan, Colombia.
- Assist MARFORSOUTH and the Marine Corps Representative in establishing and maintaining the Colombian Engagement and Training Plan.
- Assist the Marine Corps Representative and Colombian Marine Corps in planning for the long term institutional development of the Colombian Marine Corps, to include force structure, training, and

equipping of its forces and with the on-going Naval Mission and U.S. Marine Corps Forces South efforts involved in renovating the Colombian Marine Corps logistics infrastructure and functions; establishing career paths and military occupational specialties; reforming the Colombian Marine Corps manpower management system; implementing training management and unit readiness planning; establishing maintenance management, supply and distribution policies and procedures; and assisting in establishing orders, directives and standards for motor transport operations and maintenance, bulk fuel operations and maintenance, water survival, designated marksman, drill instructor, formal instructor and martial arts programs.

- Provide oversight and assistance with the development and implementation of a Basic Officer Course.
- Assist the Colombian Marine Corps in the development of project plans for the establishment of the Colombian Marine Corps Regional Training Center in Jesus del Rio, Zambrano, Bolivar or other location as determined, to include master plan development, design and requirements determination, resource utilization, budget development, socio-political impact studies, and infrastructure support studies.

**5.1.4.5** Conduct Assessments (Force Protection, Training, Interoperability). Coordinate and assist in the preparation of assessments as required.

**5.1.4.6** Coordinate and Execute VIP Visits. Serve as a representative of the MILGRP and escort officer for official visits to Colombia by Distinguished Visitors and other personnel as required.

**5.1.4.7** Attend Conferences.

- SOUTHCOM Engagement Conferences.
- Training Program Management Reviews.
- Foreign Military Sales (FMS) Program Management Review.
- Exercise planning conferences in support of Marine Corps Forces South and Naval Forces South.
- Other conferences as required.

**5.1.4.8** Attend Meetings.

- Naval Mission meeting conducted bi-weekly.
- Regular meetings with the Commandant of the Colombian Marine Corps, the Colombian Marine Corps Headquarters Staff, and the Commanders of the Colombian Logistics Command and operational brigades.
- Other meetings as required.

**5.2** Oral interpretation and support services for the base year of this contract are anticipated to be provided as indicated below. Oral interpretation and support services for option year one and option year two are anticipated to be similar in scope as those performed during the base year.

LOCATION	PERIOD OF PERFORMANCE	EVENT
Cartagena	7 days	Maritime Academies Professional Development SMEE
Bogotá and Coveñas	5 days	Mexican Marine Corps Commandant Visit

Coveñas	19 days	Unit Readiness Planning MTT
Bogotá and Coveñas	5 days	Senior Marine Enlisted Leaders of the Americas Conference
Isla Naval, Buenaventura	7 days	Combined Operations Seminar Training w/Panama, Mexico & Peru
Puerto Leguizamo	20 days	ColMar ESCOFLU Modernization MTT
Bogotá	7 days	ColMar Manpower Management SMEE
Bogotá	7 days	ColMar Supply Management and Inventory Control Assessment
Bogotá	7 days	Naval Forces Recruiting Command SMEE
Malagana	16 days	ColMar Tactical Vehicle Operations and Maintenance MTT
Malagana	16 days	ColMar Wrecker Operations / Recovery MTT
Coveñas	7 days	ColMar Martial Arts Program (MCMAP) SMEE
Coveñas	7 days	ColMar Drill Instructor Program SMEE
Coveñas	7 days	ColMar Marksmanship Program SMEE
Coveñas	7 days	ColMar Water Survival Program SMEE
Barrancabermeja	21 days	Bulk Fuel Operations and Maintenance MTT
Bogotá	7 days	ColMar Unit Readiness Planners Conference
Quantico, VA, USA	7 days	USMC Officer Candidates School Visit
Bogotá	21 days	ColMar Maintenance Management MTT
Malagana	21 days	Combat Logistics Patrol / Counter IED MTT
Corozal and Buenaventura	14 days	ColMar Manpower Management Assist Visit
Coveñas	21 days	Non-Lethal Weapons MTT
Turbo	14 days	Riverine Tactics Exercise

*\* These locations and dates are not currently fixed. Additionally other locations and dates may be added during the course of the contact, depending on the Government's needs.*

**5.2.1** Actual performance dates and times of oral interpretation and support services will be coordinated between the Contractor and the COR. The Contractor may bill per event, or at the end of the contract period. Contractor must submit all invoices to the COR for verification and acceptance. All items billed under travel and Other Direct Costs (ODC) must be supported with a breakdown of expenses and receipts. Performance under any of the line items must be pre-approved by the COR prior to Contractor performance.

### **5.3 Deliverables.**

**5.3.1** Reports: Individual assigned to perform tasks of this PWS shall provide a written monthly activity report to the COR, with a copy to the Marine Corps Representative (MCR). The contractor shall also provide the following reports:

**5.3.1.1** End-Use Monitoring of Equipment and Training report, IAW task 5.1.2 of this PWS.

**5.3.1.2** Assessments for Force Protection, Training, Interoperability, IAW tasks 5.1.5 of this PWS.

**5.3.2** Proof of Liability Insurance, IAW paragraph 7.2.3 of this PWS.

**5.3.3** Contractor Manpower Reporting (CMR): The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this contract. The Contractor shall completely fill in all the information in the format using the following web address <https://cmra.army.mil>. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order

number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

**Part 6: GENERAL CONTRACTOR REQUIREMENTS.** The contractor personnel assigned to perform tasks under this contract shall have the following qualifications to be awarded and to perform under this contract:

**6.1 Education and Experience:** Contractor personnel shall have a Bachelor's degree and extensive experience working directly with foreign military and police units involved in counter narco-terrorism and riverine missions.

**6.2 Specific Skills Based Knowledge.**

**6.2.1 Expertise**

**6.2.1.1** All Contractor personnel assigned to perform tasks under this contract shall have extensive knowledge of the following:

- Program management policies, concepts, practices, and principles in order to analyze and develop recommendations for program operations and objectives. The position requires strong management, drafting, analytical and interpersonal skills, and encompasses the major elements of program management, including resource management, analysis, coordination, reporting and policy formulation, and execution orally and in writing in both English and Spanish.
- Current knowledge of Colombian Government and military structures and functions, to include current knowledge of applicable Colombian laws, agreements, regulations, and policies governing Colombian military operations with an emphasis on Colombian Naval Forces and Colombian National Police.
- Current knowledge of the political, economic, legal, and military environment of Colombia and the regional factors affecting the U.S. and Colombian counter-narcotics programs in order to adequately analyze and coordinate program and mission objectives.
- Current knowledge of the U.S. Department of Defense sponsored Defense Institution Reform Initiative (DIRI) for the reform of doctrine and education currently being implemented by both the Colombian Ministry of Education and the Ministry of Defense.

- Current knowledge of Colombian education and training programs and procedures, to include but not limited to secondary, vocational, and university; curriculum development; and education and training reforms currently being implemented by both the Colombian Ministry of Education and the Ministry of Defense under the Sistema Educativo de las Fuerzas Armadas (SEFA).
- Current knowledge of current U.S. Marine Corps and Naval Special Warfare missions, organizations and deployment requirements.

**6.2.1.2** Individual assigned to perform tasks as the Training and Program Development Manager shall have, in addition to the expertise contained in paragraph 6.2.1.1, the following:

- Program development and administration, to include acquisition planning and contracting. Prior experience as a program / project administrator and contracting officer's representative.
- Knowledge of Embassy organization and its complex interrelated activities, as well as familiarity with the organization and operations of other USG elements involved in the counter-narcotics programs, particularly the U.S. Department of State Narcotics Affairs Section.
- Current knowledge of USMILGP Colombia mission, policies, and operations in Colombia.
- Experience working with countries in the SOUTHCOM Area of Operations.
- Current knowledge of U.S. Marine Corps and Naval Special Warfare missions, organizations, and deployment requirements to include message procedures, such as terms of reference, terms of concurrence, requests for feasibility and deployment orders, required to request training and analysis support through the various components such as Marine Corps Forces South, Special Operations Command South, Navy Education and Training Security Assistance Field Activity (NETSAFA), Security Cooperation Education and Training Center (SCETC), and Security Assistance and Training Management Office (SATMO).

**6.2.2** Functional Skills and Experience:

**6.2.2.1** All Contractor personnel assigned to perform tasks of this scope must have extensive knowledge of the following:

- Experience in planning and conducting Riverine and Supporting Operations in a combat arms unit.
- Experience in military combat arms with an emphasis in infantry tactics and maneuver warfare.
- Experience in the training of foreign military and police forces, specifically, units involved in counter narco-terrorist activities.
- Experience in planning, coordinating, conducting, supervising, and evaluating training provided by U.S. training teams to foreign military and police forces involved in counter narco-terrorist activities.
- Superior skill in applying complex analytical and problem solving methods to evaluate programs and recommend appropriate corrections with experience as a skilled negotiator required in order to coordinate sometimes widely divergent views that exist between U.S. Government agencies and the host nation.
- Skill in oral and written communication in both English and Spanish in order to prepare and present complex analyses, recommendations, and solutions, including reporting cables, speeches, proposals, and reports.

- Knowledge of current Colombian Marine Corps development programs, to include Logistics Infrastructure Reformation, Military Occupational Specialties and Manpower Management System Development, Designated Marksman, Water Survival, Drill Instructor Cadre, Motor Transport Operations and Maintenance, Mobility Battalion Program Development, Martial Arts, Bulk Fuel Operations and Maintenance, Formal Instructor and Curriculum Development, and the U.S. Marine Corps programs associated with these programs.
- Knowledge of the current development strategy and plans for the establishment of the Colombian Marine Corps regional Training Center.
- Knowledge of current Colombian Military Forces in general and Colombian Naval Forces specifically, to include, Colombian Naval Forces policy formulation processes, staff organizations and functions, budgeting processes, maintenance organizations, manpower management systems, and training programs and methodologies.
- Functional knowledge of and skill in using management information systems, to include word processing, project management, accounting, database management, and graphics applications. Knowledge of basic statistics, accounting, budget, and economic principles and techniques.

**6.2.2.2** Individual assigned to perform tasks as the Training and Program Development Manager shall have, in addition to the functional skills contained in paragraph 6.2.2.1, the following:

- Experience in Security Assistance Management in the areas of requirements determination, acquisition and contracting, and End Use Monitoring.
- Experience in the DoD Planning, Programming, and Budgeting System (PPBS) and the obligation, expense and oversight of appropriated funds.
- Knowledge of and experience in the Human Rights vetting statues imposed by the Leahy amendments contained in both the Department of State and Department of Defense Appropriations Acts and current requirements as imposed by the Joint Chiefs of Staff, SOUTHCOM, and the U.S. Embassy Bogotá.
- Experience as a technical advisor and liaison for the design, procurement, and employment of various military programs, to include ground combat arms equipment, riverine craft, and special weapons and tactics (SWAT) team equipment.

## **Part 7: CONTRACTOR REQUIREMENTS.**

**7.1** Exclusion from Performance: The Contracting Officer and/or COR reserve the right to exclude any contractor personnel from performance under this contract if any information exists that the employee is a security risk. The exclusion of contractor personnel for security reasons shall not relieve the contractor from performance of services required under this contract.

### **7.2** Travel.

**7.2.1** Local Travel: In performance of the contract, local travel will be reimbursed unless otherwise specified in the contract. Local travel is hereby defined to mean any and all travel within a fifty (50) mile radius of the place of performance.

**7.2.2** Travel Reimbursement: Travel both internal and external to Colombia shall be required during the performance of this contract. The COR will notify, whenever possible, contractor personnel a minimum of five days in advance of the requirement. The contractor shall provide for the travel of the contracted employee that is directly associated with performance under the terms of the contract in accordance with

FAR 31.205-46, Travel Costs. Travel expenses shall not exceed the applicable per diem rate at the time of travel. In accordance with the FAR, the contractor shall turn-in all receipts for any item claimed in excess of \$75.00; this includes, but is not limited to: taxi services, hotel receipts, gasoline bills, air plane tickets, etc. General and administrative is authorized. No profit shall be billed on travel. **All reimbursable travel must be approved by the COR prior to travel.**

**7.2.3 Air Transportation:** The use of either U.S. Military and/or Colombian conveyances during travel may be required due to limitations and restrictions or unavailability of commercial air. Contracted personnel may be authorized use of Government air transportation during performance of this contract per DoD 4515.13-R. The contractor agrees that the contractor's employees using such air transportation will, as required by DoD 4515.13-R, execute DD Form 1381, Air Transportation Agreement, release and discharge the United States, its agents, servants, or employees from any and all claims for property damages and/or personal injury or death resulting from or during the use by the contractor's employees of such air transportation or from ground operations thereto, whether such claims are on behalf of the employee, his or her representatives, or their assignees. The contractor further agrees that in consideration of the contractor's employees being permitted use of such Government air transportation, the contractor releases shall obtain appropriate liability insurance covering losses by or to the contractor and his or her employees in the use of Government air transportation. The requirement to obtain such insurance may be waived by the Contracting Officer upon request by the contractor demonstrating that such insurance is not available, not cost-effective, or otherwise not advantageous to the Government from liability in excess or in addition to any such insurance as may be obtained.

**7.3 Post Privileges:** Based on U.S. Embassy policy dated 15 May 2003 and USMILGP Colombia policy, U.S. individuals assigned to USMILGP Colombia in Colombia will be granted immunities and privileges. These privileges include Armed Forces Postal Office (APO), Preferential Services Visa, Administrative and Technical Immunities, Import/Export Privileges, Impuesto Valor Agregado (IVA) (Sales Tax) Reimbursement, Colombian Identification Card and Drivers License. This applies to all individuals assigned for one year or more.

**7.4 Local Transportation:** Contractors shall ordinarily furnish any motor vehicles needed in performing Government contracts. Agencies may provide contractors with motor vehicles when prospective contractors would not be expected to have an existing and continuing capability for providing the vehicles from their own resources and substantial savings are expected. The USMILGP Colombia Commander may authorize vehicle use for official purposes to the contracted personnel in accordance with USMILGP Colombia Policy and Force Protection requirement. It may be authorized for transportation between domicile and work place, and locations required to sustain an adequate quality of life IAW existing USMILGP Colombia transportation policies in effect at contract award. In the event that USMILGP Colombia rescinds its current vehicle use policy while maintaining the current force protection requirements, the contractor may provide motor vehicles to its employees and submit these costs as an allowable cost to the contract.

**7.5 Medical:** Medical treatment of individual assigned to Training and Program Development Manager tasks is covered under this contract only so far as paragraph 7.3 relates to post privileges. Medical treatment of Contractor personnel assigned to translation, interpretation and support tasks are not covered under this contract. However, if contractor personnel become injured or ill during performance under the contract while at a remote location they may be provided assistance by the U.S. Government insomuch as to keep them from losing life or limb.

**7.6 Reimbursable Other Direct Costs:** These costs include supplies that may be required during the performance of this contract for items to be given to the Colombian Military or in support of an event directly supporting the Naval Mission's security cooperation plan. It does not include the supplies required by the contractor to complete the daily tasks under this contract. All items under this contract line item (CLIN) shall be approved by the COR before being purchased. General and administrative is authorized. No profit shall be billed on these items.

**7.7 Allowances:** Allowance shall be as defined and authorized by U.S. Department of State for U.S. Contracted Personnel assigned to Colombia, as prescribed per the Department of State Standardized Regulation 920 in affect on the date of contract award.

## **Part 8: CONTRACTOR RESPONSIBILITIES.**

**8.1 Release of Information:** All information provided to the contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon and the limitations on release contained in FAR Part 3. Additionally, all information related to the items to be delivered or the services to be performed under this contract shall not be disclosed by any means without prior approval of the U.S. Southern Command Foreign Disclosure Officer and/or the USMILGP Colombia Foreign Disclosure Officer as applicable.

**8.1.1 Unauthorized Disclosure:** The contractor shall protect from unauthorized disclosure, any materials, or information made available by the Government, or that the contractor has access to by virtue of the provisions of this contract, that are not intended for public disclosure. The materials and information made available to the contractor by the Government, or that the contractor comes into contact with in completing this contract, are the exclusive property of the Government. Any information or materials developed by the contractor in the performance of this contract are also the exclusive property of the Government. Upon completion or termination of this contract, the contractor shall turn over to the Government all materials that were developed by the contractor in the performance of this contract. The contractor shall sub-hand receipt for and maintain in an acceptable condition all Government-furnished items. This section also relates to all information received from foreign sources.

**8.1.2 Foreign Disclosure:** The contractor shall not disclose U.S. material to foreign individuals or entities without adhering to proper foreign disclosure procedures.

**8.1.3 Proprietary Information:** In the event the contractor is required to gain access to proprietary information of other companies, the contractor shall be required to execute agreements with those companies, to protect the information from unauthorized use and refrain from using it for any purposes other than for which it was furnished, as prescribed by FAR 9.505-4.

**8.2 Inherently Governmental Functions:** The contractor shall not perform any inherently governmental actions under this contract. No contractor individual shall hold him or her out to be a Government employee, agent, or representative. No contractor individual shall indicate, orally or in writing, at any time that he or she is acting on behalf of the Government.

**8.3 Permits, Taxes, Licenses, Ordinances, and Regulations:** The contractor shall, at his own expense, obtain all necessary permits, insurances, give all notices, pay all license fees, taxes, comply with all Federal, State, Municipal, County, and local Board of Health ordinances, rules, and regulations applicable to the business carried under this contract, and be responsible for all applicable State Sales and Use Taxes.

**8.4 Contractor Liability:** The Government shall not be liable for any injury to the contractor persons, or damage to the contractor's property, unless such injury or damage is due to negligence on the part of the Government, and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority. The contractor shall save and hold harmless, and indemnify the Government against any and all liability, claims, and costs of any kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor.

## **Part 9: FORCE MAJEURE.**

**9.1 Definition of Force Majeure:** Force Majeure as used in this article shall mean an act of God,

industrial disturbance, exclusive of those related to labor disputes, acts of the public enemy, war, blockage, public riot, lightning, fire, flood, hurricane, earthquake, explosion, Government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension of those services enumerated herein this contract.

**9.2** Notice of Force Majeure: If either party is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this contract, such party shall give to the other party prompt written notice of Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure. The affected party shall use all possible diligence to remove the Force Majeure as quickly as possible. In the event the contractor is unable to carry out its obligations under this provision, the MILGP Colombia may upon thirty (30) days written notice cancel this contract in whole or in part without any obligations or liability of the MILGP Colombia.

## **Part 10: SPECIAL REQUIREMENTS.**

**10.1** General: All documents and deliverables described herein and amendments or modifications thereto shall be submitted as specified in the PWS.

### **10.2** Reporting Requirements.

**10.2.1** Other Reporting Requirements: The contractor shall provide the following:

**10.2.1.1** The contractor shall inform the COR in writing, of the actual task starting date, on or before the starting date.

**10.2.1.2** The contractor shall bring problems or potential problems affecting performance to the attention of the COR as soon as possible. Verbal reports will be followed up with written reports when directed by the COR. Additional reports may be required and negotiated.

**10.3** Key Personnel: In order to ensure a smooth and orderly start up of work, it is critical that the key personnel identified to perform the tasks of paragraphs 5.1.3 and 5.1.4 and specified in the contractor's proposal be available not later than ten (10) days after contract award.

**10.3.1** The contractor shall not remove or replace any individual designated as "key personnel" without the written concurrence of the COR. Prior to utilizing other than individual specified in the proposal, the contractor shall notify the Contracting Officer and the COR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include justification (including qualifications of proposed substitution(s) in sufficient detail to permit evaluation of the impact on the contract).

**10.3.2** Substitute individual qualifications shall be equal, or greater than, those of the individual being substituted. If the COR determines that the proposed substitute individual is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work, the contractor may be subject to default action.

**10.3.3** In the event that the performance of assigned contractor individual or any substitute(s) is determined by the Government to be unsatisfactory, the Government reserves the right to request and receive satisfactory individual replacement within ten (10) calendar days of receipt by the contractor of written notification. Notification will include the reason for requesting replacement individual. Replacement individual must have the same minimum qualifications and meet any applicable security requirements.

## **PERFORMANCE REQUIREMENTS SUMMARY**

**FOR  
U.S. MILITARY GROUP BOGOTÁ TRANSLATION AND LIAISON SUPPORT CONTRACT**

<b>PWS Reference</b>	<b>Performance Objective</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>	<b>Remedy</b>
2.1.1	Accuracy of Written Translation Services	Written translation of written material from Spanish to English and English to Spanish shall be proofed for content, syntax, grammar and spelling prior to delivery to the Government.	95% compliance required	COR Surveillance  Written Customer Complaint	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.
2.1.1	Timeliness of Written Translation Services	Written translation of written material from Spanish to English and English to Spanish are delivered on time per the delivery schedules established by the COR.	95% compliance required	COR Surveillance  Written Customer Complaint	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.
2.1.2.1	Accuracy of Oral Translation Services	Oral translation from Spanish to English and English to Spanish in support of visits, meetings and conferences of U.S. and Colombian personnel are completed accurately per the delivery schedules established by the COR.	95% compliance required	COR Surveillance  Written Customer Complaint	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.
2.1.3.1	Accuracy of Liaison Services	Liaison services are completed accurately per the delivery schedules established by the COR.	95% compliance required	COR Surveillance  Written Customer Complaint	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.
2.2	Timeliness of Oral Translation and Liaison Services	Contractor personnel are present in the location and at the time required per the delivery schedules established by the COR.	100% compliance required	COR Surveillance  Written Customer Complaint	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.

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TRANSLATION AND LIAISON SERVICES FFP Riverine Plans and training program development manager translation and liaison services. POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214 MISSION: NAVAL MISSION FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT11600605	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL COST The contractor shall provide for the travel of the contractor employee(s) that is directly associated with the performance of their position in accordance with FAR 31.205-46 Travel Costs. Travel expenses shall not exceed the applicable per diem rate at the time of travel. General and Administrative (G&A) is authorized; profit is not authorized on travel expenses. All travel must be approved in advance by the COR. The contractor shall notify the Contracting Officer when 75% of the total estimated costs for travel have been reached. POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214 MISSION: NAVAL MISSION FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT11600605		Months		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OTHER DIRECT COSTS COST		Months		
	<p>The contractor shall provide all other direct costs in direct support of the requirement identified in the PWS. All items must be approved by the COR before being purchased. The contractor shall notify the Contracting Officer when 75% of the total estimated costs for travel have been reached.</p> <p>POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214</p> <p>MISSION: NAVAL MISSION</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WF7LKT11600605</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	ALLOWANCES COST		Months		
	<p>Allowances shall be defined and authorized by U.S Department of State for U.S Contractor Personnel assigned to Bogota, Colombia, as prescribed per Department of State Standardized Regulations (DSSR) 920 in effect on the date of contract award. Allowances for Bogota include post (Hardship) Differential, Danger Pay, and living Quarters Allowances Without Family Group 2. General and Administrative (G&amp;A) is authorized; profit is not authorized on allowance expenses.</p> <p>POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214</p> <p>MISSION: NAVAL MISSION</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WF7LKT11600605</p>				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Months		

CMR  
COST

CONTRACTOR MANPOWER REPORTING: The Contractor is required to report all Contractor manpower (to include subcontractors 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 ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 December every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement may result in contract termination.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT11600605

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Months		

DBA  
COST

WORKERS COMPENSATION INSURANCE: 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 DBA insurance costs upon submission of proof of payment to the insurance provider. This cost will be excluded from price evaluation.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT11600605

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	TRANSLATION AND LIAISON SERVICES FFP Riverine Plans and training program development manager translation and liaison services. POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214 MISSION: NAVAL MISSION FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT11600605	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	TRAVEL COST The contractor shall provide for the travel of the contractor employee(s) that is directly associated with the performance of their position in accordance with FAR 31.205-46 Travel Costs. Travel expenses shall not exceed the applicable per diem rate at the time of travel. General and Administrative (G&A) is authorized; profit is not authorized on travel expenses. All travel must be approved in advance by the COR. The contractor shall notify the Contracting Officer when 75% of the total estimated costs for travel have been reached. POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214 MISSION: NAVAL MISSION FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT11600605		Months		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	OTHER DIRECT COSTS COST		Months		
<p>The contractor shall provide all other direct costs in direct support of the requirement identified in the PWS. All items must be approved by the COR before being purchased. The contractor shall notify the Contracting Officer when 75% of the total estimated costs for travel have been reached.</p> <p>POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214</p> <p>MISSION: NAVAL MISSION</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WF7LKT11600605</p>					

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	ALLOWANCES COST		Months		
<p>Allowances shall be defined and authorized by U.S Department of State for U.S Contractor Personnel assigned to Bogota, Colombia, as prescribed per Department of State Standardized Regulations (DSSR) 920 in effect on the date of contract award. Allowances for Bogota include post (Hardship) Differential, Danger Pay, and living Quarters Allowances Without Family Group 2. General and Administrative (G&amp;A) is authorized; profit is not authorized on allowance expenses.</p> <p>POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214</p> <p>MISSION: NAVAL MISSION</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WF7LKT11600605</p>					

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Months		
OPTION	CMR				

**COST**

**CONTRACTOR MANPOWER REPORTING:** The Contractor is required to report all Contractor manpower (to include subcontractors 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 ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 December every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement may result in contract termination.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT11600605

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006			Months		
OPTION	DBA				

**COST**

**WORKERS COMPENSATION INSURANCE:** 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 DBA insurance costs upon submission of proof of payment to the insurance provider. This cost will be excluded from price evaluation.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT11600605

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	TRANSLATION AND LIAISON SERVICES FFP Riverine Plans and training program development manager translation and liaison services. POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214 MISSION: NAVAL MISSION FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT11600605	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	TRAVEL COST The contractor shall provide for the travel of the contractor employee(s) that is directly associated with the performance of their position in accordance with FAR 31.205-46 Travel Costs. Travel expenses shall not exceed the applicable per diem rate at the time of travel. General and Administrative (G&A) is authorized; profit is not authorized on travel expenses. All travel must be approved in advance by the COR. The contractor shall notify the Contracting Officer when 75% of the total estimated costs for travel have been reached. POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214 MISSION: NAVAL MISSION FOB: Destination PURCHASE REQUEST NUMBER: WF7LKT11600605		Months		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	OTHER DIRECT COSTS COST		Months		
<p>The contractor shall provide all other direct costs in direct support of the requirement identified in the PWS. All items must be approved by the COR before being purchased. The contractor shall notify the Contracting Officer when 75% of the total estimated costs for travel have been reached.</p> <p>POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214</p> <p>MISSION: NAVAL MISSION</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WF7LKT11600605</p>					

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	ALLOWANCES COST		Months		
<p>Allowances shall be defined and authorized by U.S Department of State for U.S Contractor Personnel assigned to Bogota, Colombia, as prescribed per Department of State Standardized Regulations (DSSR) 920 in effect on the date of contract award. Allowances for Bogota include post (Hardship) Differential, Danger Pay, and living Quarters Allowances Without Family Group 2. General and Administrative (G&amp;A) is authorized; profit is not authorized on allowance expenses.</p> <p>POC: LTC. MICHAEL MONBOUQUETTE TEL: 266 1214</p> <p>MISSION: NAVAL MISSION</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: WF7LKT11600605</p>					

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	CMR COST		Months		

CONTRACTOR MANPOWER REPORTING: The Contractor is required to report all Contractor manpower (to include subcontractors 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 ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 December every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement may result in contract termination.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT11600605

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	DBA COST		Months		

WORKERS COMPENSATION INSURANCE: 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 DBA insurance costs upon submission of proof of payment to the insurance provider. This cost will be excluded form price evaluation.

FOB: Destination

PURCHASE REQUEST NUMBER: WF7LKT11600605

ESTIMATED COST

**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
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
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

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-SEP-2011 TO 28-SEP-2012	N/A	USMILGP COLOMBIA - NAVAL MISSION MICHEL MONBOUQUETTE U.S. EMBASSY BOGOTA UNIT 5136 APO AA 34038 266-1214/1215 FOB: Destination	WF7LKT
0002	POP 29-SEP-2011 TO 28-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0003	POP 29-SEP-2011 TO 28-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0004	POP 29-SEP-2011 TO 28-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0005	POP 29-SEP-2011 TO 28-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
0006	POP 29-SEP-2011 TO 28-SEP-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

1001	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1002	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1003	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1004	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1005	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
1006	POP 29-SEP-2012 TO 28-SEP-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2001	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2002	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2003	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2004	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2005	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT
2006	POP 29-SEP-2013 TO 28-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	WF7LKT

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.214-34	Submission Of Offers In The English Language	APR 1991
52.216-11	Cost Contract--No Fee	APR 1984
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
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.232-17	Interest	OCT 2010
52.233-1	Disputes	JUL 2002
52.237-3	Continuity Of Services	JAN 1991
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
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
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### 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)

#### 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)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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)

#### 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JUN 2008)

**QUOTATION PREPARATION AND INSTRUCTIONS.** The Government intends to award a Firm-Fixed Price (FFP) contract. Action will be awarded using simplified acquisition procedures per FAR 13.5 Commercial Item Test Program contract using evaluation procedures prescribed in parts of FAR 15 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 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 (3) separate sections: Section I – Price, Section II – Technical Capability, and Section III-Past Performance. 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 price information necessary 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.

**Section II – Technical Capability.** Limited to no more than 15 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. Describe a technical approach for developing plans that will address overall functionality related to Translation and Liaison services.

**Section III-Past Performance:** Provide any information currently available (letters, customer surveys) which demonstrate customer satisfaction relating to overall job performance and quality of completed services on three (3) relevant contracts of the same or similar type of work specified in this Statement of Work. Relevant contracts must be work that has been completed within the past three years. All past performance materials must be submitted in English.

All questions shall be submitted electronically to [pardoaj@tcsc.southcom.mil](mailto:pardoaj@tcsc.southcom.mil) no later than July 21<sup>st</sup>. 2011 and the answers will be posted on the FedBizOpps by the 25<sup>th</sup> July 2011.

**ELECTRONIC OFFERS REQUIRED.** Offers must be submitted electronically to [pardoaj@tcsc.southcom.mil](mailto:pardoaj@tcsc.southcom.mil)

Offers submitted electronically, must be submitted via electronic media using any of the following electronic formats:

- (1) Files readable using Microsoft Office Products: Word, Excel, Power Point, or Access.
- (2) Files in Adobe PDF (Portable Document Format).
- (3) No files may be submitted in compressed form using WinZip, or other self-extracting files.
- (4) The offer should be accompanied by an electronic cover letter (letter of transmittal) which will be the body of the e-mail response to this solicitation, to identify all enclosures being transmitted in the message.

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.

**Point of Contact:**

The Contracting Office point of contact is:  
Astrid Pardo, [pardoaj@tcsc.southcom.mil](mailto:pardoaj@tcsc.southcom.mil); phone 011-571-383-2386

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>.

**\*All quotes must be received by 29 July 2011 10:00 am CST on official company letterhead.**

(End of provision)

#### 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 Acceptability
- b. Past Performance
- c. Price

#### A. BASIS OF AWARD

1. The Government anticipates awarding a single award Firm Fixed Price (FFP) contract.

2. 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 reserves the right to conduct discussions, if the Contracting Officer determines discussions are necessary..

#### B. FACTORS TO BE EVALUATED

1. TECHNICAL ACCEPTABILITY: The following factors shall be used to determine technical acceptability. Non-submission of one of these elements shall render the proposal technically unacceptable and shall not be considered for award.

(a) Technical Approach. Contractor shall include the following:

(1) Describe offeror qualifications and corporate capabilities specifically related to performance of the work required in the PWS.

(2) Describe offeror's knowledge and understanding of the requirement(s) as outlined in the PWS.

(3) Identify the methodology and analytical techniques offeror will use to fulfill the technical requirements. Technical approach shall clearly describe the following:

(i) Overview of offeror's methodology guiding the performance of the requirements identified in the PWS and a general description of how the technical approach will be applied to accomplishing the requirements.

(ii) Logical sequence of tasks to be performed to accomplish the requirements. Identify and describe specific techniques and steps that will be applied during the accomplishment of all tasks identified in the PWS.

(b) Resume of Key Personnel. Contractor shall submit the resume of the individual(s) proposed addressing all the qualifications and experiences identified under Par 10.3 in the Performance Work Statement. Personnel who do not clearly meet the requirements identified in the paragraphs stated above may result in the interpretation of the offeror's proposal to be technically unacceptable.

2. PAST PERFORMANCE. Offeror shall submit at least three (3) past performance references for the past three (3) years relevant to the solicitation. Past performance will be evaluated on an "Acceptable" (See note below) or "Unacceptable" In the case of no past performance, the evaluation will be rated as "Neutral". Offerors must have either an "Acceptable" or "Neutral rating.

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

Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable) in alphabetical order. The following information shall be included as a minimum:

(a) Contract Description.

Contract No., Type (i.e., FFP, CR, T&M, IDIQ)

Date of Contract Award

Place of Performance

Awarded Price

Period of Performance

Agency name and address

POC name, e-mail address, telephone and fax numbers

(b) Performance Summary. A brief summary describing the objectives achieved on each contract, detailing how the effort is relevant to the requirements of this solicitation. For any contracts that did not meet original schedule or technical requirements, provide a brief explanation of the reason(s) for the shortcomings and corrective action(s) taken. The offerors shall list and explain each delivery schedule revision. The offeror shall also provide information on any Cure Notices or Show Cause Letters, and describe the corrective actions taken. The offeror shall explain any contracts that were terminated.

(c) The past contracts shall meet the following:

Recency: Only contracts or subcontracts performed within the last three (3) years shall be considered.

Relevance: Relevant efforts are defined as historical work similar in scope, magnitude, complexity, and number of personnel to the project being considered.

Contractor shall provide a narrative of three projects of an identical or similar task as required by this PWS. These references shall be customers to whom the same or substantially similar services have been provided in the last three (3) calendar years. Each narrative shall include the name, phone number, mailing and e-mail address of the individual who can verify offeror's past experience. Limit each narrative to one (1) page.

The Evaluation Ratings for Technical Acceptable/Unacceptable will be:

ACCEPTABLE: Proposal Clearly meets the minimum requirements of the solicitation

UNACCEPTABLE: Proposal does not clearly meet the minimum requirement of the solicitation

The Evaluation Ratings for Past Performance Acceptable/Unacceptable will be

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.

3. PRICE: Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the proposed prices on all the CLINs.

"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 base period, first option, second option, third option, fourth option, and one-half of the fourth option. Offerors are required only to price the base and four options. Offerors shall not submit a price for the potential one-half year extension of services period."

(a) Contractor shall price all CLINs. Any offer which does not include a price for all line items and for which provides for other than a solitary price for each line item shall be rejected.

(b) In the event the unit price(s) and extended price(s) are ambiguous, the government shall use the indicated unit price(s) for evaluation and award purposes.

(c) The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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.

(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.

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

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

(End of provision)

## 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 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:

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

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

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the 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 [squ] is, [squ] 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 [squ] is, [squ] 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.

-----  
-----  
-----

[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). The offeror certifies, to the best of its knowledge and belief, that --

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2)  Outside the United States.

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

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

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract 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 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 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 (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.)

XX \_\_\_ (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.)

XX \_\_\_ (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).

XX \_\_\_ (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).

\_XX\_ (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. .

\_XX\_ (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).

\_\_\_ (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)).

XX\_\_\_ (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).

\_\_\_ (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 Price contract resulting from this solicitation.

(End of provision).

## 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 **15 DAYS OF 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 30 days of contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires days. 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 3 years and 6 months.

(End of clause)

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

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

:

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

(b) For acquisitions conducted using negotiation procedures--

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

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

(End of provision)

52.225-19 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 COR 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)

## 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of [Colombia](#), or from which the Contractor or any subcontractor under this contract is exempt under the laws of [Colombia](#), shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(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 ROBERT DEVISSER @ 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.

## 52.233-4703 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/COMMANDCOUNSEL.asp>

(End of provision)

**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](http://www.acquisition.gov/far)

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

[www.acquisition.gov/far](http://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 (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.

XX\_\_ 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) \_XX\_ 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) \_\_XX\_\_ 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) \_\_XX\_\_ 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) \_\_XX\_\_ 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)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUL 2009)

(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 letter of authorization issued 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.

(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 RSO 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 HQDA-AT, Tel: DSN 222-9832 OR COMMERCIAL (703) 692-9832

(End of clause)