

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT18Q0048		6. SOLICITATION ISSUE DATE 29-Jun-2018
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROSALBA MATEUS			b. TELEPHONE NUMBER (No Collect Calls) (11571) 275 2552		8. OFFER DUE DATE/LOCAL TIME 10:00 AM 10 Jul 2018
9. ISSUED BY REGIONAL CONTRACTING OFFICE (RCO) BOGOTA U.S. EMBASSY-BOGOTA USMILGRP UNIT 5130 AP0 AA 34038-5130  TEL: FAX:		CODE W913FT	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 485320 SIZE STANDARD: \$15,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO TAT CARTAGENA-COLOMBIA MAGDALENA RAMIREZ CARRERA 13B #26-78 PISO 5 EDIFICIO INTELIGENT CARTAGENA TEL: (301) 669-4822 FAX:		CODE W9094C	16. ADMINISTERED BY		CODE		
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.							
<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							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED		
			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
<b>SEE SCHEDULE</b>					

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LAV with Driver Services - Cartagena FFP Includes vehicle WITH DRIVER, insurance and maintenance, 12 hours a day, 7 days a week during the period of performance IAW the PWS below.  One (1) SUV Mid-Size Model 2014 or newer.  Cost per month shall be for services rendered for one (1) vehicle. FOB: Destination PSC CD: V212	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel COST Travel cost including lodging and per diem IAW Par 5 Para 1.6.10 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain GR approval prior to travel. Charges against this CLIN without prior GR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations.  Do not price this CLIN. This cost will be excluded from price evaluation. FOB: Destination PSC CD: V212		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>DBA - Worker's Compensation Insurance                      COST                      DBA The Contractor shall acquire, by means of an insurance policy or a selfinsurance program, workers' compensation coverage required by DBA. The estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment to the insurance provider. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance."</p> <p>Do not price this CLIN. This cost will be excluded from price evaluation.                      FOB: Destination                      PSC CD: V212</p>		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>Contractor Mampower Reporting CMR                      COST                      IAW Part 5 Para 5.15 of the PWS.                      FOB: Destination                      PSC CD: V212</p>		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	LAV with Driver Services - Cartagena FFP Includes vehicle WITH DRIVER, insurance and maintenance, 12 hours a day, 7 days a week during the period of performance IAW the PWS below.  One (1) SUV Mid-Size Model 2014 or newer.  Cost per month shall be for services rendered for one (1) vehicle. FOB: Destination PSC CD: V212	12	Months		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Travel COST Travel cost including lodging and per diem IAW Par 5 Para 1.6.10 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain GR approval prior to travel. Charges against this CLIN without prior GR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations.  Do not price this CLIN. This cost will be excluded from price evaluation. FOB: Destination PSC CD: V212		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	DBA - Worker's Compensation Insurance COST DBA The Contractor shall acquire, by means of an insurance policy or a selfinsurance program, workers' compensation coverage required by DBA. The estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment to the insurance provider. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance."  Do not price this CLIN. This cost will be excluded from price evaluation. FOB: Destination PSC CD: V212		Job		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Contractor Mampower Reporting CMR COST IAW Part 5 Para 5.15 of the PWS. FOB: Destination PSC CD: V212		Job		

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
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2018 TO 31-JUL-2019	N/A	TAT CARTAGENA-COLOMBIA MAGDALENA RAMIREZ CARRERA 13B #26-78 PISO 5 EDIFICIO INTELLIGENT CARTAGENA (301) 669-4822 FOB: Destination	W9094C
0002	POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0004	POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1001	POP 01-AUG-2019 TO 31-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1002	POP 01-AUG-2019 TO 31-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1003	POP 01-AUG-2019 TO 31-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1004	POP 01-AUG-2019 TO 31-JUL-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

**PERFORMANCE WORK STATEMENT****PERFORMANCE WORK STATEMENT (PWS)****Light Armored Vehicle Services (LAV) for Nimitz ONI**

## Part 1

## General Information

1. **GENERAL:** This is a non-personal services contract to provide one (1) Light Armored Vehicle (LAV) with driver and maintenance services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all resources necessary to include but not limited to the LAV, drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance and any other associated equipment and personnel to provide LAV services in support of U.S. personnel in Colombia.

1.2 Background: Force Protection requires the DoD/Tactical Analysis Team (TAT), to travel in and around Cartagena in a Light Armored Vehicle with driver for duty to domicile and when providing unified operational support.

1.3 Objectives: The purpose of this requirement is to provide one (1) light armored vehicle services with driver to support ONI personnel stationed in Cartagena.

1.4 Scope: Light Armored Vehicle services include drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel in support of personnel in/ around Cartagena.

1.5 Period of Performance: The period of performance will be as follows:

Base Year:	1 August 2018 – 31 July 2019
First Option:	1 August 2019 - 31 July 2020

## 1.6 General Information

1.6.1 Quality Control: IAW FAR 46.202-1 Contracts for Commercial Items, when acquiring commercial items IAW FAR Part 12, the Government shall rely on contractors' existing quality assurance systems as a substitute for Government inspection and testing before tender for acceptance unless customary market practices for the commercial item being acquired include in-process inspection. Any in-process inspection by the Government shall be conducted in a manner consistent with commercial practice.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: There are no recognized holidays during the performance period as service is required for 24 hours, 7 days a week, 365 days a year.

1.6.4 Hours of Operation: Service will be as follows:

1.6.4.1 For 12-Hour Service: The contractor is responsible to provide and ensure that contractor personnel are on duty to accept and respond to service calls 24 hours a day, 7 days a week, 365 days a year.

**NOTE: Individual drivers shall not work more than 12 hours a day or 60 hours in a seven day period including breaks. The contractor is responsible to provide sufficient drivers to comply with Colombian Labor Laws.**

1.6.5 Place of Performance: The work to be performed under this contract will be performed in and around Cartagena, Colombia.

1.6.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.6.7 Other Requirements: Contractor personnel performing work under this contract must have following service driver requirements:

1.6.7.1. The Contractor shall provide licensed drivers with current local driver's licenses, the certificate for the Defensive driving training IAW local laws (School approved by Supervigilancia) and the requirements in the PWS.

1.6.7.2 The Contractor employees are strictly drivers and are not authorized to provide any other services. Contract drivers shall not run errands or conducting the personal business of the U.S. Government employee(s) to whom he is assigned.

1.6.7.3 All drivers shall carry working cellular phones, with a minimum of 100 active minutes. The Contractor shall provide a list of all cell phone numbers for all Regional Security Office (RSO) approved drivers to the GR five (5) days after the contract is issued. Additionally, the Contractor shall ensure that all drivers are provided the cell phone numbers for the GR and 24-Hour Emergency POC.

1.6.7.4 Alcoholic beverages, prescription drugs, or other impairing drugs shall not be consumed eight hours prior to the beginning of a shift. The use of these substances by Contractor personnel while on duty is strictly prohibited. The use of illegal drugs or substances by Contractor personnel is also strictly prohibited. The Contractor shall immediately remove and replace employees who appear to be under the influence of alcoholic beverages or prohibited substances.

1.6.7.5 The Contractor shall ensure compliance with the Colombian labor laws limiting the number of hours an individual employee may work in a given day/week. Replacement or relief drivers shall be made available for those instances when operational requirements mandate the availability of the vehicle service for longer periods than can be legally accommodated by one driver.

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

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

1.6.9 Key Personnel: The Contractor shall designate a Project Manager (PM) fluent in Spanish and possesses a good working knowledge of English (Level 3 State Department Standards) to be able to communicate effectively. The PM shall act as the point of contact for all contract requirements.

1.6.10 Identification of Contractor Employees: The contractor shall provide the following information for each driver performing services under this contract to the Government Representative (GR) at contract award for drivers' clearances and access:

- Full Name
- Copy of driver's license
- Copy of Colombian cedula (Identification Number)

1.6.10.1 The GR will provide a copy of this contract, the driver's information and RSO paperwork to the Security Cooperation Office (SCO) Force Protection Office for driver clearances.

1.6.10.2 If access to the embassy is NOT required, clearance takes about three working days. A copy of the identification number and prior legal issues documents (pasado judicial) are required to be submitted.

1.6.10.3 If access to the embassy is required, clearance takes about (90) working days. GR will make a determination of when drivers need access to the embassy. If access is required GR will coordinate with contractor

for the documents requested by RSO, through the Security Cooperation Office (SCO) Force Protection Office.

1.6.10.4 The Contractor shall keep the current list of authorized drivers and provide updates to the KO and the GR as changes occur, to comply with this security requirement.

1.6.10.5 The KO through the recommendation from the GR reserves the right to exclude any driver from performance under this agreement if any information exists that the individual is a security risk. The exclusion of an employee for security reasons shall not relieve the Contractor from performance of services required under this agreement. Contractor shall replace the driver without additional cost to the contract.

1.6.10.6 The contractor shall be responsible for obtaining all driving and insurance credentials required under Colombian laws.

1.6.10.7 The Contractor shall comply with all the necessary permits mandated by the Government of Colombia. Contractor shall be responsible for processing access clearance with coordination from the GR.

1.6.10 Contractor Travel: Travel to various locations within Colombia may be required during the performance of this contract. Potential travel locations are Barranquilla and Santa Marta. Contractor is not authorized to travel outside of the locations mentioned above. If travel other locations is required, the contractor shall obtain approval from the COR prior to travel. Travel cost including lodging and per diem shall be reimbursed for actual cost incurred not to exceed the Travel Regulation (JTR) rate. Contractor shall submit back-up documentation of cost incurred against this CLIN. Charges against the Travel CLIN without prior COR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Federal Travel Regulation (FTR) Chapter 301 part 301-11.2.

PART 2  
DEFINITIONS & ACRONYMS

**2. DEFINITIONS AND ACRONYMS:**

2.1 DEFINITIONS: Bellow is the list of the definitions:

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

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

2.1.3 GOVERNMENT REPRESENTATIVE (GR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract, nor obligate the Government to expend funds.

2.1.4 NATIONAL INSTITUTE OF JUSTICE (NIJ): Organization in charge of Standards for Armored Vehicles.

2.1.5 QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.6 SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.2. ACRONYMS

ARL	Administradora de Riesgos Laborales
CRC	Certificado Aptitud Fisica / Physical Fitness and Mental Coordination Certificate
EPS	Empresa Promotora de Salud / Health Entity
GO	Government Organizations
GR	Government Representative
KO	Contracting Officer
NIJ	National Institute of Justice
NGO	Non-Government Organizations
PWS	Performance Work Statement
PM	Project Manager
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
RSO	Regional Security Office
SOAT	Seguro Obligatorio
SCO	Security Cooperation Office
U.S.	United States
TE	Technical Exhibit

PART 3  
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

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

N/A

PART 4  
CONTRACTOR FURNISHED ITEMS AND SERVICES

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

4.1 General: The contractor shall provide all resources necessary to include but not limited to management, supervision, personnel/drivers, training, equipment, materials, supplies, fuel, repair parts, maintenance, insurance and any other equipment needed.

4.2 Secret Facility Clearance: N/A

4.3 Materials: Spare tire, toolbox, highway reflective markers.

4.3.1 Spare Tire: Operational Spare tire with a hard rubber inserts in a run-flat tire, not steel

4.3.2 Toolbox: It must include screwdrivers and adjustable wrench

4.3.3 A jack with capacity to support the vehicle

4.3.4 A first aid kit

4.3.5 An operational fire extinguisher

4.3.7 Two (2) blocks to lock the vehicle

4.3.8 An operational flashlight

4.3.9 Two (2) functional reflective warning triangles

4.4 Equipment: Vehicles.

PART 5  
SPECIFIC TASKS

**5. Specific Tasks:**

5.1 Basic Services: The contractor shall provide one (1) Light Armored Vehicle with driver and maintenance and upkeep of the vehicles.

5.2 Vehicle Specifications: The contractor shall provide the following specifications for the Light Armored Vehicle.

5.2.1 The Contractor shall provide armored vehicles that provide 360 degree protection in accordance with the National Institute of Justice, Ballistic Resistant Protective Materials, and NIJ Standard 0108.01 Level IIIA. All

armoring must meet this standard. Independent ballistic testing of armoring material will be provided as part of the vendor’s proposal. The armoring will include 360 degree armoring that ensures the vehicle’s interior passenger compartment; including roof and floor are protected. The 360 degree armoring must also provide 100% protection of the vehicle’s critical mechanical, hydraulic and electrical components, and the vehicular management systems. Contractor shall be required to provide compliance documentation for all armored vehicles. See website <https://www.justnet.org/pdf/0108.01.pdf> for complete details.

5.2.2 All vehicles shall be at least the model year 2014 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacturers manual.

5.2.3 Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof protection for the engine compartment and radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.

5.2.4 Vehicle Type:

One (1) Light Armored Vehicle (LAV) SERVICES – Includes driver, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 12 hours a day, 7 days during the period of performance with the following minimum specification/ characteristics	
Vehicle	SUV Mid Size
Model	2014 or newer
No. of Seats/Passenger Capacity	Seven (7) to Eight (8)
No. of Doors	Five (5) Trunk door may be top-hinged or side-hinged
Fuel Engine	Gasoline and/or Diesel
Engine Cylinder	3,900 cc or larger if it is gasoline and/or 2,900 cc or larger if it is diesel
NOTE: If the documents do not show any of the above specifications, vendors must provide a separate certification to certify the specification.	

5.3 Vehicle Registration: Compliance with Colombian Supervigilancia: Colombian law requires that all companies either leasing or owning armored vehicles shall be registered with the **Supervigilancia** and that each individual vehicle also be so registered. Vehicles used to support this requirement shall be owned and registered in the name of the company that leases or owns that vehicle. Each vehicle shall be insured to the limits required by law in the name of the vehicle’s owner.

The contractor shall provide proof of vehicle registration, ownership and insurance for each vehicle with their proposal.

5.4 Vehicle Insurance: Contractor shall provide full insurance coverage for all vehicles IAW Colombian laws and regulations. Each vehicle shall be insured to the limits required by law in the name of the company/offendor.

5.5 Safety Maintenance: The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, seat belts and side view mirrors. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture’s manual at all times. See Law 769, 2002 Colombian National Transit Laws.

5.5.1 Contractor shall provide a vehicle replacement during maintenance periods with same specifications in PWS

5.5.2 Contractor shall be notify the GR in advance for the schedule maintenance for the vehicles.

5.6 Vehicle Damage: The Contractor is responsible for all damages to the vehicle, including wear and tear. However, in the case of documented damage to the vehicle as a result of hostilities against an authorized US Government occupant, the Contractor may request compensation from the US Government.

5.7 Employee Training: The Contractor shall be responsible for training employees on the proper use of armored and non-armored vehicles, defensive, offensive, safety and security driving techniques, evasive driving tactics, and the speed limit of vehicles on US Embassy and military installations and other safety regulations as applicable. All drivers shall be trained in performance of Preventive Maintenance Checks and Services (PMCS) on all vehicles in the Contractor's fleet. The Contractor shall conduct all training prior to beginning performance under this agreement and conduct annual training prior to the exercise of any options. Contractor shall maintain a record of driver training conducted and make the records available for GR inspection.

5.8 Response Time: The Contractor shall respond to all service requests within 60 minutes. In the event of an accident or a vehicle breaks down, the Contractor shall provide a replacement vehicle that conforms to all contract requirements and specifications; vehicle must be available for inspection with documents listed in PWS 5.12.

5.9 Service Calls: The Contractor shall establish procedures that will provide the Government caller with a service "Control Number" for verification of date/time that service was requested.

5.10 Subcontracting: Subcontracting is NOT authorized under this agreement. The vehicles provided for support of this requirement shall be owned by and the drivers' employees the Contractor.

5.11 Vehicle Subtractions: The Government reserves the right to reduce number of vehicles provided during the period specified in the contract. If this occurs, a minimum 15-day notification will be provided to the contractor. Cost under the contract will be reduced accordingly based on the pro-rated vehicle price.

5.12 Vehicle Inspection: Vehicles shall be inspected before each performance period. The GR and contractor shall make a determination of when inspection will be conducted. The contractor will provide to the GR an inspection checklist to use for the inspection. Once inspection is completed, a copy of the inspection will be provided to the GR and contractor no later than 1 hour after inspection.

5.12.1 The contractor shall remove any part of the vehicle if necessary, during vehicle inspection. The Government inspector shall not remove any vehicle part.

5.12.2 Vehicles that do not pass inspection shall be immediately replaced and shall be re-inspected prior to vehicle use. If the contractor cannot provide vehicles that pass inspection, the contract may be terminated for non-performance.

5.12.3 Vehicles shall be inspected prior to use when vehicle are replaced<sup>3</sup>with another vehicle.

5.12.4 Contractor must retain/file all inspection results.

5.13 Documents Required for Vehicle Inspection: The contractor shall comply with the American Embassy Bogota Mission Policy No. 2010-001 Paragraph 9 only. The contractor shall provide hard copies to the GR and Joint Logistics Facility (JLSF), of the following documents/information at vehicle inspection:

- a. License provided by the superintendence for the rental of armored vehicles (Requested by Supervigilancia - Colombian Law)
- b. Armored vehicle permit (Requested by Supervigilancia - Colombian Law)

- c. Automobile insurance (Seguro Obligatorio para Vehiculos) SOAT (Requested by Ministerio de Transporte - Colombian Law)
- d. Liability Insurance (Requested by the Embassy Mission Policy No 2010-001 Summary of Motor Vehicles Safety Management)
- e. Proof of ownership (Requested by Ministerio de Transporte - Colombian Law)
- f. Maintenance program
  - 1. Vehicle manufacturer, year, make, model, size, and type
  - 2. Vehicle chassis VIN number, license plate number, and vehicle number
  - 3. A checklist of major vehicle components requiring scheduled maintenance or service—component list.
  - 4. Annual safety inspections—either as a separate line item or identified in a line item with an interval that meets the requirement of annual inspection (the safety components inspected should be identified in the checklist).
  - 5. Scheduled maintenance activities to be performed, identified by either date (time period), odometer reading (elapsed mileage), or number of lift cycles.
  - 6. Dates the scheduled maintenance or service was actually completed, including any repairs made, depending on software used.
  - 7. Vehicle odometer mileage at time of each maintenance or service.
  - 8. Warranty maintenance service performed, whether noted as part of the regular scheduled maintenance, or performed separately.
  - 9. POC information of person who performed the maintenance.
- g. Armor certificate (Requested by Supervigilancia that certifies armor installed on the LAV which is provide by the Armor Company)
- h. Vehicle tax return
- i. The contractor shall provide an English summary of all Spanish documents submitted to the government

#### 5.14 Documents Required for Drivers Inspection

The assigned driver to the vehicle shall provide a hard copy of the following documents for the inspection prior to driving for the MILGP to Joint Logistics Facility (JLSF) and the GR.

Below requirements are required by the American Embassy Bogota Mission Policy No. 2010-001 Summary of Motor Vehicles Safety Management.

- a. Copy of current driver's license, category C2. IAW (Colombian National Transit Laws) Codigo Nacional de Transito Law 769, 2011. Drivers with license category C2 can drive cars, SUVs, and bus
- b. Copy of the Physical Fitness and Mental Coordination Certificate CRC (Certificado de aptitud fisica mental y de coordinacion motriz)

- c. Copies of any and all driving related training certifications (Defensive driver's training certificate)
- d. Copy of Health Insurance Policy / Health Entity EPS (Empresa Promotora de Salud)
- e. Copy of Work Connected Injuries Policy ARL (Administradora de Riesgos Laborales)
- f. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.15 **CONTRACTOR MANPOWER REPORTING (CMR)** "The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **Cartagena TAT Mission** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".

## PART 6 APPLICABLE PUBLICATIONS

### 6. **APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

National Institute of Justice, Ballistic Resistant Protective Materials, NIJ Standard 0108.01, and Level III IAW NIJ-0108.01.

Law 356 of 1994 Supervigilancia Regulation for Armored Vehicles

Law 769 of 2011 (Colombian National Transit Laws)Codigo Nacional de Transito

American Embassy Bogota Mission Policy No. 2010-001 – Summary of Motor Vehicles Safety Management.

PART 7  
ATTACHMENT/TECHNICAL EXHIBIT LISTING

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

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2. Attachment 2/Technical Exhibit 2 Documents Required for Vehicle and Driver Inspection

**TECHNICAL EXHIBIT 1**

**Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

**PERFORMANCE REQUIREMENTS SUMMARY**

PERFORMANCE REQUIREMENTS SUMMARY				
LIGHT ARMORED VEHICLE SERVICES				
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method
FAR 52.222-50 c	Combating Trafficking in Persons	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment	100% Compliance	100% Inspection, POC Validation
PWS Par 1.1	Vehicle Armoring	All vehicles shall meet NIJ Level III standard as defined at NIJ-0108.01. Vehicles shall be in operational/functional running condition equipped with operational air conditioning, spare tire, toolbox, and highway reflective markers. Vehicles shall have automatic transmission. Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof engine protection installed. Armored windows shall be one composite piece of glass.	100% compliance required.	POC Surveillance; Periodic inspection; Customer input
PWS Par1.6.4.2	Response Time	The armored vehicle services will be provided to US Government personnel in accordance with schedules provided by the	100% compliance required	POC Surveillance; Periodic inspection; Customer input

PERFORMANCE REQUIREMENTS SUMMARY				
LIGHT ARMORED VEHICLE SERVICES				
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method
		Contracting Officer's Representative (COR) after award. The Contractor shall respond to all service requests within 30 minutes. In the case of an accident, or a vehicle breaking down, the Contractor shall provide a replacement within 30 minutes.		
PWS Par 1.6.7.3	Driver cell phones	Contractor shall provide each driver with a working cell phone with 100 active minutes.	100% compliance required	POC Surveillance; Periodic inspection; Customer input
PWS Par 5.2	Vehicle Type	All vehicles shall meet the following minimum specifications/characteristics.  Vehicle Type: SUV Mid Size Model: 2014 or newer No. of Seats/Passenger Capacity: Seven (7) No. of Doors: Five (5) Trunk door must be top-hinged or side-hinged Fuel Engine: Gasoline and/or Diesel Engine Cylinder:3,900 cc or larger if it is gasoline and/or 2,900 cc or larger if it is diesel	100% Compliance required	100% Inspection, POC Validation
PWS Par 5.5	Compliance with Colombian safety standards	Contractor shall provide vehicles which meet all Colombian safety requirements and have, as a minimum, the following safety features: rear and front lights, rearview mirrors, operating windshield wipers, functional parking brake, seat belts and side view mirrors	100% compliance required	POC Surveillance; Periodic inspection; Customer input
PWS Par 5.16	Contracting Manpower Reporting	The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the <b>TAT Mission</b> via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a> .  Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at help	100% Compliance	100% Inspection, POC Validation

PERFORMANCE REQUIREMENTS SUMMARY				
LIGHT ARMORED VEHICLE SERVICES				
PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level	Monitoring Method
		desk at: <a href="http://www.ecmra.mill">http://www.ecmra.mill</a> .		

**TECHNICAL EXHIBIT 2  
DOCUMENTS REQUIRED FOR VEHICLE AND DRIVER INSPECTION**

<u>Deliverable</u>	<u># of Copies</u>	<u>Medium/Form at</u>	<u>Submit To</u>
Vehicle Documents for Inspection Par 5.13.	One (1) copy for each document.	Paper – hard copy	GRValidation
Documents Required for Drivers Refer to list in Par 5.14	One (1) copy for each document.	Paper – hard copy	GRValidation
Contractor shall submit the QCP Refer in Par 1.6.1 Ten (10) days after contract award.	One (1) copy for each document	Paper – hard copy	GR Validation
Contractor shall submit a list of the cellphone numbers Refer to Par 1.6.7.3 Five (5) days after contract award.	One (1) copy for each document	Paper – hard copy	GR Validation
Contractor shall provide drivers information Refer to Par 1.6.10.	One (1) copy for each document	Paper – hard copy	GR Validation
Independent ballistic testing documentation of armor material. Refer to Para 5.2.1	One (1) copy for each document	Paper – hard copy	GR Validation

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015

52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-3 Alt I	Offeror Representations and Certifications--Commercial Items (NOV 2017) Alternate I	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
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

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (**DEVIATION 2013-O0019**) (**Jul 2014**)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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.

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

(xi) \_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

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

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

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx1241(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)

#### 52.217-8 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 before contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of contract expiration); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days of the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **12 months**.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

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

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

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

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

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

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

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

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

(b) General.

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

(i) Contingency operations;

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

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

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

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

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

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

(c) Support.

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

(A) The Contractor cannot obtain effective security services;

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

(C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

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

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

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

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

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

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

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

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

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

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

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

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

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

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

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

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

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Personnel data.

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

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html).

(h) Contractor personnel.

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

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

(1) Contingency operations;

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

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

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS  
OUTSIDE THE UNITED STATES (JUN 2015)

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

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

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

(End of clause)

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### ADDENDUM TO FAR 52.212-1

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

(a) **North American Industry Classification System (NAICS)** code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits a quotation in its own name, but which proposes to furnish an item which it did not itself manufacture is \$15,000,000.

(b) **Submission of quotations.** Submit signed and dated quotations to the office specified in this solicitation via email to [rosalba.mateussandoval.fn@mail.mil](mailto:rosalba.mateussandoval.fn@mail.mil) with courtesy copy to [Juan.p.arzulambert.civ@mail.mil](mailto:Juan.p.arzulambert.civ@mail.mil) at or before the exact time specified in this solicitation. Quotations may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, quotations must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of quotations;
- (3) The name, address, telephone number and email address of the quoter;
- (4) A technical description of the items being quoted in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) “Remit to” address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the quoter shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the quotation is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Quotations that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

**(c) Period for acceptance of quotations.** The quoter agrees to hold the prices in its quotation firm for 30 calendar days from the date specified for receipt of quotations.

**(d) Product samples.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of quotations. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

**(e) Multiple quotations.** Quoters are encouraged to submit multiple quotations presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each quotation submitted will be evaluated separately.

**(f) Late submissions, modifications, revisions, and withdrawals of quotations.**

(1) Quoters are responsible for submitting quotations, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that quotations or revisions are due.

(2) Any quotation, modification, revision, or withdrawal of a quotation received at the Government office designated in the solicitation after the exact time specified for receipt of quotations is "late" and will not be considered unless it is received before award is made, and the Contracting Officer determines that accepting the late quotation would not unduly delay the acquisition.

**(g) Issuance of Purchase Order.** The Government intends to evaluate quotations in accordance with FAR 13.106. The Government will not use the formal source selection procedures described in FAR Part 15. The Government may issue a purchase order to other than the quoter with the lowest priced quotation. After the evaluation of quotations, the Government may negotiate final terms with one or more quoters of the Government's choice before issuing any purchase order.

**(h) Multiple Purchase Orders.** Unless otherwise provided in the Schedule, quotations may not be submitted for quantities less than those specified. The Government reserves the right to issue a purchase order on any item for a quantity less than the quantity quoted, at the unit prices quoted, unless the quoter specifies otherwise.

**(i) Contractor and Government Entity (CAGE) Code or NATO Contractor Government Entity (NCAGE) Code.** The quoter shall enter its CAGE or NCAGE code in the block with its name and address on the cover page of its quotation, in accordance with FAR 52.204-16.

**(j) Data Universal Numbering System (DUNS) Number.** The quoter shall enter, in the block with its name and address on the cover page of its quotation, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the quoter's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the quoter to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the quoter does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A quoter within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. A quoter located outside the United States must contact the local Dun and

Bradstreet office for a DUNS number. The quoter should indicate that it is a quoter for a Government contract when contacting the local Dun and Bradstreet office.

(k) **System for Award Management.** Unless exempted by the Contracting Officer, the quoter shall be registered in the SAM database prior to issuance of purchase order, during performance and through final payment. If the quoter does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered quoter. Quoters may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) **Requests for Information:** The Contracting Officer will not notify unsuccessful quoters. Quoters may request information on purchase order(s) resulting from this solicitation.

(End of provision)

ADDENDUM TO FAR 52.212-2

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

This addendum replaces provision FAR 52.212-2 in its entirety.

(a) The Government will issue a purchase order resulting from this solicitation to the responsible quoter whose quotation conforming to the solicitation will be most advantageous to the Government, price and other factors considered, in accordance with FAR 13.106. The following factor(s) shall be used to evaluate offers:

1. Price
2. Technical Acceptability

Award will be made to the lowest price technically acceptable offer.

Following sub-factor shall be used to determine technical acceptability. Nonsubmission of one of these elements shall render the offer technically unacceptable and shall not be considered for award.

a. Sub-Factor 1 Vehicle Specifications

The vendor's offer will be evaluated to determine if the offeror provided the specifications stated in Par 5.2.4 of the Performance Work Statement.

b. Sub-Factor 2 Vehicle Registration

The vendor's offer will be evaluated to determine if the offeror complied with Supervigilancia Registration for each vehicle as stated in Par 5.3 of the Performance Work Statement.

c. Sub-Factor 3 Vehicle Insurance

The vendor's offer will be evaluated to determine if the offeror complied with vehicle insurance requirements as stated in Par 5.4 of the Performance Work Statement.

d. Sub-Factor 4 Armoring Certificate and Independent Ballistics Testing Certificate

The vendor's offer will be evaluated to determine if the offeror complied with vehicle armoring and independent ballistic certificates as stated in Par 5.2.1 of the Performance Work Statement.

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

(c) Notification. For acquisitions for which automatic notification is not provided through an electronic commerce method that employs widespread electronic public notice, notification to unsuccessful quoters shall be given only if requested or required by FAR 5.301.

ADDENDUM TO FAR 52.212-4

**PAYMENT INSTRUCTIONS**

Contractor is authorized to submit the invoice when they finish the service or complete delivery for materials.

Invoices shall be sent no later than five (5) days after the end of the performance period, please indicate that on the invoice is for a full payment.

Sign, scan and send the invoice and DD250 to the Security Cooperation Office (SCO) - Att: Payment Office at following e-mail address:

**southcom.bogota.sco-col.mbx.facturas@mail.mil**

**INSTRUCCIONES DE PAGO**

El proveedor está autorizado a someter factura después de finalizar el servicio o la entrega del material

Las facturas deben ser enviadas a mas tardar a los cinco (5) dias de terminar el servicio o entrega indicando que es pago parcial o final.

Firme, escanee y envíe la factura y la forma DD250 a la Oficina de Seguridad y Cooperacion (SCO) - Att: Oficina de Pago al siguiente e-mail:

**southcom.bogota.sco-col.mbx.facturas@mail.mil**